



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING**

Monday, February 11, 2013

**5:30 p.m. WORKSHOP: CITY ATTORNEY
6:00 p.m. REGULAR COUNCIL MEETING**

AGENDA

A. Call to order

B. Flag Salute

C. Roll Call

D. Approval of Agenda

E. Consent Agenda

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes
 - a. January 28, 2013, Regular Council Meeting
2. Claims & Vouchers
 - a. Checks: 35054 to 35062 + Electronic \$ 30,525.10
 - b. Checks: 35063 to 35114 \$ 71,870.29

GRAND TOTAL: \$ 102,395.39

F. Reports

1. Staff Reports
 - a. Police chief's report for January 2013
 - b. City clerk's report for January 2013
2. Council Reports
3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

1. Franchise Agreement with LS Networks—*Forner*

I. Discussion

1. Professional Services Agreement for city attorney—*Cassinelli*
2. Amended Loan Agreement for Wastewater Treatment Plant Debt Refinance—*Cassinelli*
3. Washington State Homeland Security Region 3 Mutual Aid Agreement—*Forner*
4. Ordinance adjusting sewer bills for water leakage—*Marshall/Chambreau*
5. Funding emergency repairs along Robert Gray Drive and at Main Street near Second Avenue—*Cassinelli*

J. Correspondence and Written Reports

1. Letters to City Council regarding delinquent fees.

K. Future Discussion/Agendas

1. Amended Procedures Ordinance—*City Planner*

N. Adjournment

O. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council/DOH	Water Discussion	Tuesday	02/12/13	1:00 p.m.	Fire Hall
Port/City Council	Regular Meeting	Wednesday	02/13/13	6:00 p.m.	Port Meeting Room
City Council	Special Meeting: Discussion of USDA Rural Development Funding Application	Friday	02/15/13	9:00 a.m.	Community Building
Planning Commission	Regular Meetings (meetings subject to cancellation if there is no business to transact)	Tuesday	02/19/13	6:00 p.m.	Community Building
City Council	Regular Meeting	Monday	02/25/13	6:00 p.m.	Community Building

CITY OF ILWACO PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Ilwaco will hold a public hearing on an application with USDA Rural Development for funding of a proposed project, which generally consists of emergency reconstruction of water lines, sewer lines and a culvert at Main Street west of Second Street, and water and sewer lines along Robert Gray Drive. Hearing to take place at a special city council meeting on **February 15, 2013, at or about 9:00 a.m.** in Ilwaco Community Building Meeting Room at 158 N. First Street, Ilwaco, WA 98624. All written and oral comment will be considered. Please contact City Hall, 360-642-3145, should you need special accommodations. Anyone requesting information or offering comments on this project should attend this meeting.

PJ Kezele, Deputy City Clerk, City of Ilwaco
Published Date: February 6, 2013



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, January 28, 2013**

A. Call to Order

Mayor Cassinelli called the meeting to order at 6:02 p.m.

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Mayor Cassinelli and Councilmembers Jensen, Mulinix, Marshall, Chambreau and Forner.

D. Approval of Agenda.

ACTION: Motion to approve agenda (Chambreau/Mulinix). 5 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Including Checks 35017 to 35018 + electronic totaling \$17,211.91, Checks 35019 to 35020 totaling \$13,583.16, Checks 35021 to 35053 totaling \$110,239.51.

ACTION: Motion to approve the consent agenda (Mulinix/Jensen). 5 Ayes 0 Nays 0 Abstain.

F. Presentations

1. Robin Smith from LS Networks explained their request for the city to grant a franchise. Councilmember Marshall questioned how quickly this might be operational. Ms. Smith responded that it could be in use by next December. She also explained how they would be providing the infrastructure and other retailers would be providing the actual service. Councilmember Chambreau pointed out that in Section 9 of the Ordinance the proof of insurance was mentioned twice and was not consistent. Councilmember Jensen expressed concern regarding new poles. Ms. Smith explained that they had an agreement to use existing PUD poles. If there weren't existing poles, they would go underground. Councilmember Jensen pointed out that the item should be on Discussion.
2. Ed Ahlers, Planning Commission position #1 took his oath of office for the new term.

G. Reports

1. Staff Reports

- a. Treasurer Elaine McMillan provided a written report and offered to answer questions. She reported that she was working on an application to USDA for funding for the emergency repairs.
- b. City Clerk PJ Kezele provided a written report.
- c. Fire Chief Tom Williams mentioned the recent fire training at the Port and that he is working on the information requested by the survey and rating bureau.

2. Council Reports

- a. Councilmember Mulinix met with staff to discuss the Black Lake grant.
- b. Councilmember Forner expressed his concern regarding the amount of lost water reported.

3. Mayor's Report

Mayor Cassinelli had attended a south county EDC meeting, City/Port meeting, met with Janet Cherry from the Department of Health at the water plant, attended TAC/ PCOG/ EDC and CREST meetings, participated in the water projects conference call, and attended WACMAC meetings in Olympia.

G. Comments of Citizens and Guests present

1. None

H. Business

1. Appointment to Parks and Recreation Commission

Mayor Cassinelli asked the council to approve his appointment of Jon Ducharme to position #3 of the commission. **ACTION: Motion to approve the mayor's appointment (Jensen/Marshall). 5 Ayes 0 Nays 0 Abstain.**

2. Franchise Agreement with LS Networks

Councilmember Jensen pointed out that the agreement was to be on the agenda as a Discussion item.

ACTION: Motion to move to Discussion (Jensen/Mulinix). 5 Ayes 0 Nays 0 Abstain.

3. Renewing Department of Natural Resources Interagency Agreement

Brief discussion ensued regarding the use and cost of the services. **ACTION: Motion to authorize the mayor to execute the proposed Interagency Agreement between the Washington State Department of Natural Resources (DNR) and the City of Ilwaco for the use of offender crews from the Naselle Youth Camp under the supervision of DNR (Mulinix/Chambreau). 5 Ayes 0 Nay 0 Abstain.**

4. Amendments to extend consultant agreements for School Street, Sidewalk Maintenance and Overlay projects, and Contract for Professional Engineering Services

ACTION: Motion to approve the mayor to execute the proposed amendments to the previously executed consultant agreements for the TIB funded School Street Improvement projects, Sidewalk Maintenance Projects and TIB funded Overlay Projects to extend the completion date, and to execute the proposed amendment to extend the Gray and Osborne Contract for Professional Engineering Services to March 27, 2013 (Chambreau/Forner). 4 Ayes 1 Nay (Marshall) 0 Abstain.

I. Discussion

1. Franchise Agreement with LS Networks

Councilmember Forner thanked Ms. Smith for attending their meeting and Councilmember Chambreau for identifying the error in the ordinance. Councilmember Mulinix questioned what would occur if PUD decided to remove some poles and go underground. Ms. Smith responded that LS Networks would as well. Councilmember

Chambreau questioned why the agreement is written as an ordinance. Councilmember Marshall requested the city attorney come to the next meeting to explain. He would also like to understand the right-of-way permit process LS Networks will need to go through once the franchise is granted.

ACTION: Move to Business for next meeting and have city attorney explain why it is an ordinance.

2. Professional Services Agreement for city attorney

Councilmember Marshall expressed concern that the attorney should first be appointed and then offered a contract. He felt new counsel should be sought. He explained a situation where the attorney had not responded to him and that she works for the mayor and the council. The Mayor offered to have a workshop before the next meeting.

Councilmember Jensen asked Councilmember Marshall to provide what was sent that she didn't respond to and pointed out that if she worked for the council it was as a whole and not for one councilmember.

3. Emergency and Disaster Preparedness

Councilmember Chambreau gave praise for the preparedness work that has been done thus far, but expressed his concern that the work was from the top down and questioned how to get citizens involved in protecting themselves. He identified three issues: awareness, robustness of city planning, and preparing for visitors on the peninsula.

Councilmember Mulinix suggested continuing the discussion in a workshop.

ACTION: Councilmember Chambreau to coordinate a workshop.

4. Amendments to extend consultant agreements for School Street, Sidewalk Maintenance and Overlay projects, and Contract for Professional Engineering Services

The mayor explained how the agreements with Gray & Osborne had lapsed. While the selection committee worked to review the engineer for the next year, he suggested the council extend the existing agreements. Councilmember Marshall thought it was funny that we appoint the attorney one way and the engineer another.

ACTION: Motion to move to business (Chambreau/Mulinix). 5 Ayes 0 Nay 0 Abstain.

J. Correspondence and Written Reports

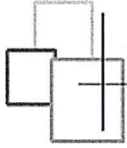
1. Long Beach Peninsula Visitors Bureau reports and statistics

K. Adjournment

ACTION: Motion to adjourn the meeting (Chambreau). Mayor Cassinelli adjourned the meeting at 7:57 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>35054</u>	Gardner, Daryl W	2013 - February - First meeting		\$1,720.66
<u>35055</u>	Jensen, David	2013 - February - First meeting		\$181.52
<u>35056</u>	Schweizer, Dennis	2013 - February - First meeting		\$2,013.23
<u>35057</u>	Williams, Thomas R	2013 - February - First meeting		\$852.09
<u>35058</u>	AFLAC Remittance Processing	2013 - February - First meeting		\$23.80
<u>35059</u>	AWC - Life Insurance	2013 - February - First meeting		\$23.00
<u>35060</u>	AWC Employee Benefit Trust	2013 - February - First meeting		\$4,740.50
<u>35061</u>	Dept of Retirement - Def Comp	2013 - February - First meeting		\$280.00
<u>35062</u>	Dept of Retirement Systems	2013 - February - First meeting		\$4,175.46
ACH Pay - 643	Bell, Helen S.	2013 - February - First meeting		\$615.60
ACH Pay - 644	Cassinelli, Michael	2013 - February - First meeting		\$422.10
ACH Pay - 645	Chambreau, Jon H.	2013 - February - First meeting		\$181.52
ACH Pay - 646	Fornier, Gary	2013 - February - First meeting		\$366.22
ACH Pay - 660	Gustafson, David M.	2013 - February - First meeting		\$1,770.52
ACH Pay - 661	Hazen, Warren M.	2013 - February - First meeting		\$1,926.76
ACH Pay - 662	Kezele, Pamela J.	2013 - February - First meeting		\$955.95
ACH Pay - 652	Marshall, Fred	2013 - February - First meeting		\$181.52
ACH Pay - 663	Mc Kee, David A	2013 - February - First meeting		\$1,757.56
ACH Pay - 664	Mc Millan, Elaine	2013 - February - First meeting		\$943.90
ACH Pay - 655	Mulinix, Vinessa	2013 - February - First meeting		\$179.82
ACH Pay - 666	Stiernes, Jacob	2013 - February - First meeting		\$1,264.02
<u>EFT 02-05-13 1</u>	Discovery Benefits	2013 - February - First meeting		\$1,050.00
<u>EFT 02-05-13 2</u>	U.S. Treasury Department	2013 - February - First meeting		\$4,899.35
				\$30,525.10

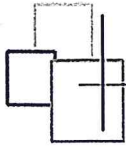
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 35054 through 35062 and electronic payments totalling \$30,525.10 are approved this 11th day of February, 2013

Council member

Council member

Treasurer

Council member



Register

Number	Name	Print Date	Clearing Date	Amount
Bank of the Pacific		8023281		
Check				
35063	A & E Security Solutions, Inc.	2/11/2013		Void
35064	A-1 Redi Mix	2/11/2013		Void
35065	ABECO Office Systems	2/11/2013		Void
35066	Ace Industrial Supply	2/11/2013		Void
35067	Action Training	2/11/2013		Void
35068	Active Enterprises/petro.	2/11/2013		\$10.78
35069	Alsco-American Linen Div.	2/11/2013		\$69.40
35070	Art's Auto Parts, Inc.	2/11/2013		\$41.13
35071	Baileys Saw Shop Inc.	2/11/2013		\$138.12
35072	Cartomation, Inc.	2/11/2013		\$50.00
35073	Cascade Columbia Distribution Co.	2/11/2013		\$1,650.60
35074	Chinook Observer	2/11/2013		\$36.00
35075	City of Ilwaco	2/11/2013		\$4,970.51
35076	City of Long Beach	2/11/2013		\$15,261.69
35077	D J Witmer Company	2/11/2013		\$175.89
35078	Dennis CO	2/11/2013		\$224.67
35079	EC Power Systems	2/11/2013		\$3,830.59
35080	Englund Marine Supply Inc	2/11/2013		\$22.47
35081	Goulter Diamond Bar Ranch	2/11/2013		\$1,333.33
35082	HD Fowler Company	2/11/2013		\$2,710.86
35083	Heather Reynolds, Attorney	2/11/2013		\$3,009.00
35084	Int. Ins. of Muni Clerks	2/11/2013		\$145.00
35085	IPFS Corporation	2/11/2013		\$5,515.21
35086	James and Vera Karnofski	2/11/2013		\$4,000.00
35087	LEAF	2/11/2013		\$129.88
35088	Michael S. Turner	2/11/2013		\$412.00
35089	Nancy Veltkamp	2/11/2013		\$412.00
35090	Naselle Rock & Asphalt	2/11/2013		\$184.29
35091	Northstar Chemical, Inc.	2/11/2013		\$907.24
35092	Oman & Son	2/11/2013		\$126.30
35093	One Call Concepts, Inc.	2/11/2013		\$2.64
35094	Pacific CO Auditor	2/11/2013		\$144.00
35095	Peninsula Sanitation Service, Inc.	2/11/2013		\$510.75
35096	Pollardwater.com	2/11/2013		\$6,723.49
35097	Sid's IGA	2/11/2013		\$40.84
35098	Sunset Auto Parts Inc.	2/11/2013		\$35.50
35099	Tidy By The Sea, LLC	2/11/2013		\$390.00
35100	USA Blue Book	2/11/2013		\$207.16
35101	Verizon Wireless	2/11/2013		\$207.52
35102	Visa	2/11/2013		\$1,788.91
35103	Vision Municipal Solutions, Llc	2/11/2013		\$575.19
35104	WA State Dept. of Ecology	2/11/2013		\$1,146.96
35105	WA State Treasurer	2/11/2013		\$1,537.85
35106	Wadsworth Electric	2/11/2013		\$2,829.43
35107	Wilcox & Flegel Oil Co.	2/11/2013		\$188.01
35108	William R. Penoyar, Attorney at Law	2/11/2013		\$412.00
35109	Xylem Water Solutions USA Inc.	2/11/2013		\$5,159.48
35110	A & E Security Solutions, Inc.	2/11/2013		\$568.65
35111	A-1 Redi Mix	2/11/2013		\$269.50
35112	ABECO Office Systems	2/11/2013		\$63.91
35113	Ace Industrial Supply	2/11/2013		\$368.00
35114	Action Training	2/11/2013		\$3,333.54
Total Check				\$71,870.29

Total 8023281
Grand Total

\$71,870.29
\$71,870.29

CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers _____35068_____ through ____35114____ are approved for payment in the amount of: \$71,870.29

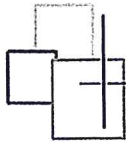
This _____ day of _____, 2013

Council member

Council member

Treasurer

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.					
	35110	2013 - February - First meeting			
		Invoice - 2/5/2013 9:00:03 AM			
			106484		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$113.73
			001-000-000-522-10-31-00	Office & Operating Supplies	\$113.73
			101-000-000-543-30-30-00	Office And Operating	\$113.73
			401-000-000-534-00-31-00	Operation & Maintenance	\$113.73
			409-000-000-535-00-31-01	Operations And Maintenance	\$113.73
		Total Invoice - 2/5/2013 9:00:03 AM			
					\$568.65
	Total 35110				\$568.65
Total A & E Security Solutions, Inc.					
A-1 Redi Mix					
	35111	2013 - February - First meeting			
		Invoice - 2/5/2013 8:47:23 AM			
			13731		
			401-000-000-534-00-48-01	Water Line Replacement	\$269.50
		Total Invoice - 2/5/2013 8:47:23 AM			
					\$269.50
	Total 35111				\$269.50
Total A-1 Redi Mix					
ABECO Office Systems					
	35112	2013 - February - First meeting			
		Invoice - 2/5/2013 8:53:04 AM			
			1200900-0		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$15.98
			101-000-000-543-30-30-00	Office And Operating	\$15.98
			401-000-000-534-00-31-00	Operation & Maintenance	\$15.98
			409-000-000-535-00-31-01	Operations And Maintenance	\$15.97
		Total Invoice - 2/5/2013 8:53:04 AM			
					\$63.91
	Total 35112				\$63.91
Total ABECO Office Systems					
Ace Industrial Supply					
	35113	2013 - February - First meeting			
		Invoice - 2/5/2013 8:54:25 AM			
			1235045		
			401-000-000-534-00-35-00	Small Tools & Equipment	\$368.00
		Total Invoice - 2/5/2013 8:54:25 AM			
					\$368.00
	Total 35113				\$368.00
Total Ace Industrial Supply					
Action Training					
	35114	2013 - February - First meeting			
		Invoice - 2/5/2013 4:48:46 PM			
			14071		
			001-000-000-522-10-31-01	Training/attendance	\$3,333.54
		Total Invoice - 2/5/2013 4:48:46 PM			
					\$3,333.54
	Total 35114				\$3,333.54
Total Action Training					
Active Enterprises/petro.					
	35068	2013 - February - First meeting			
		Invoice - 2/5/2013 8:55:15 AM			
			20736		
			001-000-000-571-50-40-01	Community Bldg Other-Mntc	\$10.78
		Total Invoice - 2/5/2013 8:55:15 AM			
					\$10.78
	Total 35068				\$10.78
Total Active Enterprises/petro.					
Alsco-American Linen Div.					
	35069	2013 - February - First meeting			
		Invoice - 2/5/2013 9:04:45 AM			
			LPOR876106		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$8.68
			101-000-000-543-30-30-00	Office And Operating	\$8.68
			401-000-000-534-00-31-00	Operation & Maintenance	\$8.68
			409-000-000-535-00-31-01	Operations And Maintenance	\$8.66
		Total Invoice - 2/5/2013 9:04:45 AM			
					\$34.70
		Invoice - 2/5/2013 9:09:10 AM			
			LPOR884327		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$8.68

	101-000-000-543-30-30-00	Office And Operating	\$8.68
	401-000-000-534-00-31-00	Operation & Maintenance	\$8.68
	409-000-000-535-00-31-01	Operations And Maintenance	\$8.66
	Total Invoice - 2/5/2013 9:09:10 AM		\$34.70
Total 35069			\$69.40
Total AlSCO-American Linen Div.			\$69.40
Art's Auto Parts, Inc.			
35070	2013 - February - First meeting		
	Invoice - 2/5/2013 9:34:00 AM		
	107454		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$8.23
	101-000-000-543-30-30-00	Office And Operating	\$8.23
	401-000-000-534-00-31-00	Operation & Maintenance	\$8.23
	408-000-000-531-00-31-01	Operations & Maintenance	\$8.22
	409-000-000-535-00-31-01	Operations And Maintenance	\$8.22
	Total Invoice - 2/5/2013 9:34:00 AM		\$41.13
Total 35070			\$41.13
Total Art's Auto Parts, Inc.			\$41.13
Baileys Saw Shop Inc.			
35071	2013 - February - First meeting		
	Invoice - 2/5/2013 9:38:46 AM		
	011113003		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$69.06
	101-000-000-543-30-30-00	Office And Operating	\$69.06
	Total Invoice - 2/5/2013 9:38:46 AM		\$138.12
Total 35071			\$138.12
Total Baileys Saw Shop Inc.			\$138.12
Cartomation, Inc.			
35072	2013 - February - First meeting		
	Invoice - 2/5/2013 5:12:05 PM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
	Total Invoice - 2/5/2013 5:12:05 PM		\$50.00
Total 35072			\$50.00
Total Cartomation, Inc.			\$50.00
Cascade Columbia Distribution Co.			
35073	2013 - February - First meeting		
	Invoice - 2/5/2013 9:43:28 AM		
	585529		
	401-000-000-534-00-31-01	Chemicals	\$716.99
	Total Invoice - 2/5/2013 9:43:28 AM		\$716.99
	Invoice - 2/5/2013 9:44:50 AM		
	585595		
	401-000-000-534-00-31-01	Chemicals	\$933.61
	Total Invoice - 2/5/2013 9:44:50 AM		\$933.61
Total 35073			\$1,650.60
Total Cascade Columbia Distribution Co.			\$1,650.60
Chinook Observer			
35074	2013 - February - First meeting		
	Invoice - 2/5/2013 12:02:52 PM		
	Annual Subscription		
	001-000-000-511-30-44-00	Official Publications	\$36.00
	Total Invoice - 2/5/2013 12:02:52 PM		\$36.00
Total 35074			\$36.00
Total Chinook Observer			\$36.00
City of Ilwaco			
35075	2013 - February - First meeting		
	Invoice - 2/5/2013 11:04:07 AM		
	001-000-000-511-60-47-02	City Sewer - Museum	\$130.80
	001-000-000-514-20-47-02	Water - City Hall	\$776.80
	001-000-000-514-20-47-03	Sewer - City Hall	\$1,783.72
	001-000-000-514-20-47-04	Storm Drainage	\$25.11
	001-000-000-522-50-47-01	Water	\$193.42
	001-000-000-522-50-47-02	Sewer	\$302.27
	001-000-000-522-50-47-03	Storm Drainage	\$61.14
	001-000-000-572-50-47-01	City Water	\$154.15
	001-000-000-572-50-47-02	City Sewer	\$209.68
	001-000-000-572-50-47-03	Storm Drainage	\$9.83
	001-000-000-576-80-47-01	Water-Parks, Sprinklers, Blikk	\$270.72
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$161.84
	001-000-000-576-80-47-03	Storm Drainage	\$29.48
	409-000-000-535-00-47-02	Water	\$387.68
	409-000-000-535-00-47-03	Sewer	\$444.39
	409-000-000-535-00-47-05	Storm Drainage	\$29.48
	Total Invoice - 2/5/2013 11:04:07 AM		\$4,970.51
Total 35075			\$4,970.51
Total City of Ilwaco			\$4,970.51
City of Long Beach			
35076	2013 - February - First meeting		
	Invoice - 2/5/2013 5:09:32 PM		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69

Total 35076 Total City of Long Beach D J Witmer Company 35077	Total Invoice - 2/5/2013 5:09:32 PM		\$15,261.69
			\$15,261.69
			\$15,261.69
Total 35077 Total D J Witmer Company Dennis CO 35078	2013 - February - First meeting		
	Invoice - 2/5/2013 4:55:31 PM		
	7272		
	001-000-000-514-20-20-00	Personnel Benefits	\$35.18
	101-000-000-542-30-20-00	Benefits	\$35.18
	401-000-000-534-00-20-00	Benefits	\$35.18
	408-000-000-531-00-20-00	Benefits	\$35.18
	409-000-000-535-00-20-00	Employee Benefits	\$35.17
	Total Invoice - 2/5/2013 4:55:31 PM		\$175.89
			\$175.89
Total 35078 Total Dennis CO EC Power Systems 35079	2013 - February - First meeting		
	Invoice - 2/6/2013 12:10:37 PM		
	001-000-000-514-20-48-00	Repairs & Maintenance	\$31.25
	001-000-000-522-10-31-00	Office & Operating Supplies	\$15.60
	001-000-000-571-50-40-01	Community Bldg Other-Mntc	\$12.93
	409-000-000-535-00-31-01	Operations And Maintenance	\$164.89
	Total Invoice - 2/6/2013 12:10:37 PM		\$224.67
			\$224.67
			\$224.67
	2013 - February - First meeting		
	Invoice - 2/5/2013 4:31:39 PM		
	165119		
	401-000-000-534-00-31-00	Operation & Maintenance	\$350.86
	409-000-000-535-00-48-01	Repairs And Maintenance	\$350.87
	Total Invoice - 2/5/2013 4:31:39 PM		\$701.73
	Invoice - 2/5/2013 4:31:38 PM		
	165117		
	401-000-000-534-00-31-00	Operation & Maintenance	\$879.64
	Total Invoice - 2/5/2013 4:31:38 PM		\$879.64
	Invoice - 2/5/2013 4:31:35 PM		
	165116		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$963.68
	Total Invoice - 2/5/2013 4:31:35 PM		\$963.68
	Invoice - 2/5/2013 4:31:46 PM		
	165122		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$642.77
	Total Invoice - 2/5/2013 4:31:46 PM		\$642.77
	Invoice - 2/5/2013 4:31:40 PM		
	165121		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$642.77
	Total Invoice - 2/5/2013 4:31:40 PM		\$642.77
			\$3,830.59
			\$3,830.59
Total 35080 Total Englund Marine Supply Inc Goulter Diamond Bar Ranch 35081	2013 - February - First meeting		
	Invoice - 2/5/2013 12:17:53 PM		
	221004/2		
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.47
	Total Invoice - 2/5/2013 12:17:53 PM		\$22.47
Total 35081 Total Goulter Diamond Bar Ranch HD Fowler Company 35082	2013 - February - First meeting		
	Invoice - 2/5/2013 5:11:57 PM		
	409-000-000-535-00-45-00		
	Spray Sludge Disposal Site		\$1,333.33
	Total Invoice - 2/5/2013 5:11:57 PM		\$1,333.33
Total 35082 Total HD Fowler Company 35083	2013 - February - First meeting		
	Invoice - 2/5/2013 12:21:56 PM		
	I3298600		
	401-000-000-534-00-31-00	Operation & Maintenance	\$590.42
	409-000-000-535-00-31-01	Operations And Maintenance	\$590.42
	Total Invoice - 2/5/2013 12:21:56 PM		\$1,180.84
	Invoice - 2/5/2013 4:21:58 PM		
	292167		
	401-000-000-534-00-31-00	Operation & Maintenance	(\$16.29)
	Total Invoice - 2/5/2013 4:21:58 PM		(\$16.29)
Total 35083 Total HD Fowler Company 35084	2013 - February - First meeting		
	Invoice - 2/5/2013 12:19:57 PM		
	I3298598		
	401-000-000-534-00-31-00	Operation & Maintenance	\$1,546.31
	Total Invoice - 2/5/2013 12:19:57 PM		\$1,546.31

Total 35082			\$2,710.86
Total HD Fowler Company			\$2,710.86
Heather Reynolds, Attorney			
35083			
	2013 - February - First meeting		
	Invoice - 2/5/2013 4:53:54 PM		
	January 2013		
	001-000-000-515-20-41-00	Legal Services	\$3,009.00
	Total Invoice - 2/5/2013 4:53:54 PM		\$3,009.00
			\$3,009.00
			\$3,009.00
Total 35083			
Total Heather Reynolds, Attorney			
Int. Ins. of Muni Clerks			
35084			
	2013 - February - First meeting		
	Invoice - 2/5/2013 12:32:24 PM		
	Renewal		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$145.00
	Total Invoice - 2/5/2013 12:32:24 PM		\$145.00
			\$145.00
			\$145.00
Total 35084			
Total Int. Ins. of Muni Clerks			
IPFS Corporation			
35085			
	2013 - February - First meeting		
	Invoice - 2/5/2013 5:09:01 PM		
	001-000-000-511-50-46-00	Insurances	\$576.89
	001-000-000-522-10-46-00	Insurance	\$747.31
	001-000-000-572-50-46-00	Insurance	\$853.75
	001-000-000-576-80-46-00	Insurance	\$179.80
	101-000-000-543-30-40-01	Insurance	\$110.30
	104-000-000-573-90-46-00	Iiwaco Museum - Insurance	\$432.39
	401-000-000-534-00-46-00	Insurance	\$1,473.66
	408-000-000-531-00-46-00	Insurance	\$52.39
	409-000-000-535-00-46-00	Insurance	\$1,088.72
	Total Invoice - 2/5/2013 5:09:01 PM		\$5,515.21
			\$5,515.21
			\$5,515.21
Total 35085			
Total IPFS Corporation			
James and Vera Karnofski			
35086			
	2013 - February - First meeting		
	Invoice - 2/5/2013 4:43:07 PM		
	001-000-000-511-60-49-00	Miscellaneous	\$4,000.00
	Total Invoice - 2/5/2013 4:43:07 PM		\$4,000.00
			\$4,000.00
			\$4,000.00
Total 35086			
Total James and Vera Karnofski			
LEAF			
35087			
	2013 - February - First meeting		
	Invoice - 2/5/2013 12:34:23 PM		
	4254639		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$22.08
	001-000-000-522-10-31-00	Office & Operating Supplies	\$20.78
	101-000-000-543-30-30-00	Office And Operating	\$22.08
	401-000-000-534-00-31-00	Operation & Maintenance	\$22.08
	408-000-000-531-00-31-01	Operations & Maintenance	\$20.78
	409-000-000-535-00-31-01	Operations And Maintenance	\$22.08
	Total Invoice - 2/5/2013 12:34:23 PM		\$129.88
			\$129.88
			\$129.88
Total 35087			
Total LEAF			
Michael S. Turner			
35088			
	2013 - February - First meeting		
	Invoice - 2/5/2013 5:11:41 PM		
	001-000-000-512-40-51-00	Municipal Court Services	\$412.00
	Total Invoice - 2/5/2013 5:11:41 PM		\$412.00
			\$412.00
			\$412.00
Total 35088			
Total Michael S. Turner			
Nancy Veltkamp			
35089			
	2013 - February - First meeting		
	Invoice - 2/5/2013 5:11:25 PM		
	001-000-000-512-40-51-00	Municipal Court Services	\$412.00
	Total Invoice - 2/5/2013 5:11:25 PM		\$412.00
			\$412.00
			\$412.00
Total 35089			
Total Nancy Veltkamp			
Naselle Rock & Asphalt			
35090			
	2013 - February - First meeting		
	Invoice - 2/6/2013 12:13:34 PM		
	22757		
	101-000-000-542-70-31-00	Roadside Operating	\$92.15
	408-000-000-531-00-31-01	Operations & Maintenance	\$92.14
	Total Invoice - 2/6/2013 12:13:34 PM		\$184.29
			\$184.29
			\$184.29
Total 35090			
Total Naselle Rock & Asphalt			
Northstar Chemical, Inc.			
35091			
	2013 - February - First meeting		
	Invoice - 2/5/2013 12:35:11 PM		
	38521		

	401-000-000-534-00-31-01	Chemicals	\$907.24
	Total Invoice - 2/5/2013 12:35:11 PM		\$907.24
Total 35091			\$907.24
Total Northstar Chemical, Inc.			\$907.24
Oman & Son			
35092	2013 - February - First meeting		
	Invoice - 2/5/2013 12:59:44 PM		
	163864		
	101-000-000-543-30-30-00	Office And Operating	\$45.25
	Total Invoice - 2/5/2013 12:59:44 PM		\$45.25
	Invoice - 2/5/2013 1:04:07 PM		
	163878		
	401-000-000-534-00-31-00	Operation & Maintenance	\$64.31
	Total Invoice - 2/5/2013 1:04:07 PM		\$64.31
	Invoice - 2/5/2013 12:53:36 PM		
	163641		
	401-000-000-534-00-31-00	Operation & Maintenance	\$16.74
	Total Invoice - 2/5/2013 12:53:36 PM		\$16.74
Total 35092			\$126.30
Total Oman & Son			\$126.30
One Call Concepts, Inc.			
35093	2013 - February - First meeting		
	Invoice - 2/5/2013 4:55:16 PM		
	101-000-000-543-30-30-00	Office And Operating	\$0.88
	401-000-000-534-00-31-00	Operation & Maintenance	\$0.88
	409-000-000-535-00-31-01	Operations And Maintenance	\$0.88
	Total Invoice - 2/5/2013 4:55:16 PM		\$2.64
Total 35093			\$2.64
Total One Call Concepts, Inc.			\$2.64
Pacific CO Auditor			
35094	2013 - February - First meeting		
	Invoice - 2/5/2013 4:49:45 PM		
	release lien Provost		
	401-000-000-534-00-31-06	Office & Customer Service	\$72.00
	Total Invoice - 2/5/2013 4:49:45 PM		\$72.00
	Invoice - 2/5/2013 4:50:39 PM		
	release lien Torppa		
	401-000-000-534-00-31-06	Office & Customer Service	\$72.00
	Total Invoice - 2/5/2013 4:50:39 PM		\$72.00
Total 35094			\$144.00
Total Pacific CO Auditor			\$144.00
Peninsula Sanitation Service, Inc.			
35095	2013 - February - First meeting		
	Invoice - 2/5/2013 4:51:12 PM		
	001-000-000-514-20-47-01	Garbage Bills	\$275.24
	409-000-000-535-00-47-04	Garbage Services	\$235.51
	Total Invoice - 2/5/2013 4:51:12 PM		\$510.75
Total 35095			\$510.75
Total Peninsula Sanitation Service, Inc.			\$510.75
Pollardwater.com			
35096	2013 - February - First meeting		
	Invoice - 2/5/2013 4:51:34 PM		
	I343503-IN		
	409-000-000-538-00-64-00	Machinery & Equipment	\$6,723.49
	Total Invoice - 2/5/2013 4:51:34 PM		\$6,723.49
Total 35096			\$6,723.49
Total Pollardwater.com			\$6,723.49
Sid's IGA			
35097	2013 - February - First meeting		
	Invoice - 2/5/2013 4:53:00 PM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$17.02
	409-000-000-535-00-31-01	Operations And Maintenance	\$23.82
	Total Invoice - 2/5/2013 4:53:00 PM		\$40.84
Total 35097			\$40.84
Total Sid's IGA			\$40.84
Sunset Auto Parts Inc.			
35098	2013 - February - First meeting		
	Invoice - 2/6/2013 12:07:15 PM		
	79237575255		
	401-000-000-534-00-48-00	Vehicle Repairs And Maint.	\$35.50
	Total Invoice - 2/6/2013 12:07:15 PM		\$35.50
Total 35098			\$35.50
Total Sunset Auto Parts Inc.			\$35.50
Tidy By The Sea, LLC			
35099	2013 - February - First meeting		
	Invoice - 2/5/2013 5:12:42 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$65.00
	001-000-000-572-50-41-00	Custodian Library	\$325.00
	Total Invoice - 2/5/2013 5:12:42 PM		\$390.00
Total 35099			\$390.00

Total Tidy By The Sea, LLC				\$390.00
USA Blue Book				
35100		2013 - February - First meeting		
	Invoice - 2/5/2013 4:56:06 PM			
	870837			
	401-000-000-534-00-31-00	Operation & Maintenance		\$118.53
	Total Invoice - 2/5/2013 4:56:06 PM			\$118.53
	Invoice - 2/5/2013 4:56:24 PM			
	871424			
	401-000-000-534-00-31-00	Operation & Maintenance		\$88.63
	Total Invoice - 2/5/2013 4:56:24 PM			\$88.63
Total 35100				\$207.16
Total USA Blue Book				\$207.16
Verizon Wireless				
35101		2013 - February - First meeting		
	Invoice - 2/5/2013 4:56:50 PM			
	1157316295			
	401-000-000-534-00-42-00	Communications		\$207.52
	Total Invoice - 2/5/2013 4:56:50 PM			\$207.52
Total 35101				\$207.52
Total Verizon Wireless				\$207.52
Visa				
35102		2013 - February - First meeting		
	Invoice - 2/6/2013 11:38:05 AM			
	401-000-000-534-00-31-00	Operation & Maintenance		\$66.96
	ALSCO			
	Total Invoice - 2/6/2013 11:38:05 AM			\$66.96
	Invoice - 2/6/2013 11:38:50 AM			
	409-000-000-535-00-41-02	Professional Services - Computer		\$1,721.95
	WeRecoverData			
	Total Invoice - 2/6/2013 11:38:50 AM			\$1,721.95
Total 35102				\$1,788.91
Total Visa				\$1,788.91
Vision Municipal Solutions, Llc				
35103		2013 - February - First meeting		
	Invoice - 2/5/2013 4:57:07 PM			
	1681			
	401-000-000-534-00-31-06	Office & Customer Service		\$191.73
	408-000-000-531-00-31-01	Operations & Maintenance		\$191.73
	409-000-000-535-00-31-08	Office Supplies & Customer		\$191.73
	Total Invoice - 2/5/2013 4:57:07 PM			\$575.19
Total 35103				\$575.19
Total Vision Municipal Solutions, Llc				\$575.19
WA State Dept. of Ecology				
35104		2013 - February - First meeting		
	Invoice - 2/5/2013 5:01:47 PM			
	2013-WA0023159			
	409-000-000-535-00-31-05	Doe Annual Permit		\$1,146.96
	Total Invoice - 2/5/2013 5:01:47 PM			\$1,146.96
Total 35104				\$1,146.96
Total WA State Dept. of Ecology				\$1,146.96
WA State Treasurer				
35105		2013 - February - First meeting		
	Invoice - 2/5/2013 5:00:52 PM			
	Q4 2012			
	001-000-000-512-50-40-03	Court Remit TO State		\$1,537.85
	Total Invoice - 2/5/2013 5:00:52 PM			\$1,537.85
Total 35105				\$1,537.85
Total WA State Treasurer				\$1,537.85
Wadsworth Electric				
35106		2013 - February - First meeting		
	Invoice - 2/6/2013 12:14:50 PM			
	12164			
	001-000-000-571-50-40-01	Community Bldg Other-Mntc		\$184.34
	Total Invoice - 2/6/2013 12:14:50 PM			\$184.34
	Invoice - 2/5/2013 4:58:11 PM			
	12058			
	409-000-000-535-00-41-01	Professional Services - Electrician		\$463.54
	Total Invoice - 2/5/2013 4:58:11 PM			\$463.54
	Invoice - 2/5/2013 4:58:12 PM			
	12100			
	409-000-000-535-00-41-01	Professional Services - Electrician		\$2,181.55
	Total Invoice - 2/5/2013 4:58:12 PM			\$2,181.55
Total 35106				\$2,829.43
Total Wadsworth Electric				\$2,829.43
Wilcox & Flegel Oil Co.				
35107		2013 - February - First meeting		
	Invoice - 2/5/2013 4:54:21 PM			
	0502145IN			
	409-000-000-535-00-32-00	Gas/oil Products		\$77.59

	Total Invoice - 2/5/2013 4:54:21 PM		\$77.59
	Invoice - 2/5/2013 4:54:46 PM		
	0502143IN		
	409-000-000-535-00-32-00	Gas/oil Products	\$110.42
	Total Invoice - 2/5/2013 4:54:46 PM		\$110.42
Total 35107			\$188.01
Total Wilcox & Flegel Oil Co.			\$188.01
William R. Penoyar, Attorney at Law			
35108			
	2013 - February - First meeting		
	Invoice - 2/5/2013 5:12:27 PM		
	001-000-000-512-40-51-00	Municipal Court Services	\$412.00
	Total Invoice - 2/5/2013 5:12:27 PM		\$412.00
Total 35108			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Xylem Water Solutions USA Inc.			
35109			
	2013 - February - First meeting		
	Invoice - 2/5/2013 5:05:20 PM		
	07721087		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$560.00
	Total Invoice - 2/5/2013 5:05:20 PM		\$560.00
	Invoice - 2/5/2013 5:05:16 PM		
	07721086		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$1,511.50
	Total Invoice - 2/5/2013 5:05:16 PM		\$1,511.50
	Invoice - 2/5/2013 5:05:15 PM		
	07721085		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$3,087.98
	Total Invoice - 2/5/2013 5:05:15 PM		\$3,087.98
Total 35109			\$5,159.48
Total Xylem Water Solutions USA Inc.			\$5,159.48
Grand Total	Vendor Count	47	\$71,870.29

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

02-01-13

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2013

During the month of January the Long Beach Police Department handled the following cases and calls:

Long Beach

620 Total Incidents

Aid Call Assists: 4

Alarms: 4

Animal Complaints: 2

Assaults: 4

Assists: 74

(Includes 7 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 12

Disturbance: 16

Drug Inv.: 0

Fire Call Assists: 4

Follow Up: 195

Found/Lost Property: 9

Harassment: 3

Malicious Mischief: 7

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 0

Prowler: 4

Runaway: 0

Security Checks: 206

Suspicious: 33

Thefts: 2

Traffic Accidents: 4

Traffic Complaints: 7

Traffic Tickets: 1

Traffic Warnings: 10

Trespass: 2

Warrant Arrests: 8

Welfare Checks: 9

Ilwaco

339 Total Incidents

Aid Call Assists: 0

Alarms: 1

Animal Complaints: 0

Assaults: 1

Assists: 25

Burglaries: 0

Disturbance: 5

Drug Inv.: 0

Fire Call Assists: 0

Follow Up: 117

Found/Lost Property: 0

Harassment: 4

Malicious Mischief: 6

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 1

Prowler: 1

Runaway: 0

Security Checks: 151

Suspicious: 4

Thefts: 4

Traffic Accidents: 2

Traffic Complaints: 7

Traffic Tickets: 2

Traffic Warnings: 3

Trespass: 0

Warrant Arrests: 1

Welfare Checks: 4

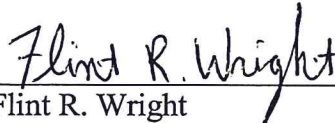
Monthly Report Continued:

Page 2 of 2

On January 9th I, along with Officer Casey Meling, met with the Ocean Beach School District Superintendent and concerned staff and parents. We met to discuss school safety. While there is no way to guarantee a child's safety 100% we met to talk about making our schools as safe as possible.

On the 19th and the 26th the department had training in first aid and CPR. This is ongoing training that we take every few years.

I attended a meeting in South Bend on January 29th. The meeting was with representatives from Homeland Security Region 3 and representatives from area law enforcement, fire and emergency services and local schools. We met to discuss putting together an "active shooter" exercise. We also talked about firming up plans for how we would respond to a shooter in one of our schools.



Flint R. Wright
Chief of Police



2/11/2013

90+ Days: Liens
 60+ Days: Pending Liens
 30+ Days: Delinquent
 30+ Days: WA State Parks
 Bad Debt (uncollectable)*
TOTAL

Collections	
Total	
\$	20,953
\$	841
\$	4,786
\$	12,622
\$	319
\$	39,521

* Owner died and property sold.

TOTAL INSTALLATIONS
 Manual Read
 Radio Read
 Flat
TOTAL

Residential	Commercial	Total	%
11	80	91	13%
522	45	567	83%
10	15	25	4%
543	140	683	100%
NOTE: Remaining residential are 1" meters			

Produced
 Sold
 Minus accounted for water use*
 Equals Lost Water
 Lost %

Lost Water	
January	
	1488650
	838671
	107620
	542359
	36%
	Cubic Feet
	47460
	60160
	0
	0

*Accounted for water use
 Backwash/Filter to Wastewater
 Filter to wastewater
 Flushing
 Other

There are several hydrants that have just been reported as leaking.
 The issue is being addressed by Public Works.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 1/14/13 Council Business Item: 2/11/13

B. Issue/Topic: **Franchise Agreement with LS Networks**

C. Sponsor(s):

1. Gary Forner
- 2.

D. Background (overview of why issue is before council):

1. LightSpeed Networks (LS Networks) has proposed to provide telecommunication services within the city limits, and has requested a telecommunications franchise from the city related to telecommunications located in the public rights-of-way within the city.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. LS Networks, an Oregon corporation, has requested franchise agreements throughout Washington, including Long Beach, to expand their fiber optics network.

F. Impacts:

1. Fiscal: Utility taxes, \$500 administrative fee and reimbursement of attorney's fees.
2. Legal: Reviewed and approved by Heather Reynolds. See Staff Comments.
3. Personnel: n/a
4. Service/Delivery: n/a

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. The council has been asked to consider a proposed franchise ordinance with LS Network, a telecommunications utility. Because LS Network wishes to use city streets for its lines, it is required by RCW 35A.47.040 to have a franchise ordinance with the city. However, the lines would actually be placed on Pacific County PUD poles; and LS Networks indicates it has an agreement with the PUD for that purpose. Any work in the right-of-way would require appropriate plans and permits. LS Network's stated intent is to provide high-speed internet to certain medical, educational and large business facilities in Ilwaco. As a Portland, Oregon, company, it has been expanding into and done a number of franchise agreements with cities in Southern Washington. The terms offered to Ilwaco regarding provision of service to city facilities and the administrative fee are more generous than many of LS Network's other franchise agreements.

2. At its last meeting, the council asked that Sections 9(a) and (d) on Insurance both commence on the effective date of the Ordinance, and it appears that LS Network is capable of complying, so the change has been made. Section 12(h) on Compensation was changed to reference RCW 35.99.070, which controls what services can be provided.

I. Time Constraints/Due Dates:

- J. Proposed Motion: **I move to adopt the proposed ordinance granting to LightSpeed Networks, Inc., DBA LS Networks, a franchise contract to construct, operate and maintain a telecommunications network within the City of Ilwaco, Washington.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, GRANTING TO LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS," AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ILWACO, WASHINGTON.

WHEREAS, LightSpeed Networks, Inc., dba LS Networks, an Oregon Corporation (hereinafter "Franchisee") has proposed to provide telecommunications services within the city limits of Ilwaco, Washington, and has requested a telecommunications franchise (hereinafter "Franchise") from the City of Ilwaco, a municipal corporation organized under the laws of the State of Washington (hereinafter "City"), relating to telecommunications located in the public rights-of-way within the city; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, the City has reviewed said request and has determined that it is in the best interest of the City to grant a non-exclusive Franchise to Franchisee, subject to the terms and conditions stated herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:

A Franchise is hereby granted to Franchisee to operate and maintain a telecommunication system within the city limits of Ilwaco, Washington, subject to terms and conditions set forth following:

Section 1. Definitions.

"Gross revenues" means any and all revenue of any kind, nature or form, without deduction for expense, in the city, as is further defined in Section 12. All such revenue remains subject to applicable FCC rules and regulations, which exclude revenues from internet access services while prohibited by law.

"Rights-of-way" means the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the city, including rights-of-way held in fee, or by virtue of an easement or dedication.

"Telecommunications" means the transmission between and among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

“Telecommunications network” means the infrastructure owned by Franchisee utilizing one or more facilities located within the City's rights-of-way, including but not limited to, lines, poles, anchors, wires, cables, conduit, laterals and other appurtenances necessary and convenient to the provision of access to the internet and telecommunications service.

“Telecommunications service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities’ uses

Section 2. Grant of Franchise.

A. The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's rights-of-way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive telecommunications network within the city.

B. All of Franchisee’s rates and charges shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. Franchisee shall apply its rates in accordance with governing law, with similar rates and charges for all customers receiving similar service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability, or geographic location in the service area.

Section 3. Franchise not exclusive.

The Franchise granted herein is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other rights-of-way, by franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

Section 4. Effective date.

This ordinance and Franchise shall be effective from date of approval, passage and publication as required by law.

Section 5. Term and termination.

The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party at least ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Franchisee shall, within one hundred and eighty (180) days, remove all its facilities from the City's rights-of-way. Should the Franchisee fail to remove its

facilities within the one hundred and eighty (180) day period, the City may remove such facilities, with all costs of such removal to be paid or reimbursed by Franchisee.

Section 6. No limitation of City authority.

A. Except as provided in Section 7 following, nothing in this Franchise Agreement shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its rights-of-way, or granting other franchises use of rights-of-way, or of adopting general ordinances regulating use of or activities in the rights-of-way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its rights-of-way, whether now owned or hereinafter acquired.

B. In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its rights-of-way, Franchisee shall, upon request and at its sole expense, promptly relocate such infrastructure and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

C. In the event that Franchisee has paid for the relocation costs of the same facilities at the request of the City within any five-year (5) period, the cost of relocation shall be shared equally between the Franchisee and City in the event that the City requests a relocation.

D. Except as otherwise provided by law, and subject to Section 7 herein, nothing in this Franchise Agreement shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 7. Competitively neutral application.

The City shall impose on a competitively neutral and nondiscriminatory basis similar terms and conditions as provided under this Franchise upon other similarly situated providers of telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this section shall be unenforceable against Franchisee.

Section 8. Construction, maintenance and repair of infrastructure.

A. In order to minimize the burden on the City's rights-of-way, Franchisee shall install its telecommunications network using suitable, existing, above ground utility facilities (including telephone, energy transmission or other utility poles or similar facilities), subject to such facilities being available for use by Franchisee on reasonable terms and conditions, including, without limitation, reasonable terms as to price, timing and access; provided, however, that at such time as those facilities are required to be placed underground by the City or are placed underground, Franchisee shall likewise place its

telecommunications network underground without additional cost to the City or to individual subscribers so served within the City, subject to Section 6C. During the progress of the contract, Franchisee shall not unnecessarily obstruct the proper use of the public way. If Franchisee cannot install its network upon existing, above ground facilities on such reasonable terms and conditions as provided previously, Franchisee may make all needful excavations in any right-of-way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation to the City's satisfaction. If Franchisee fails to restore the right-of-way to required standards, City may, after providing 60-day notice to Franchisee, cause the work to be done at Franchisee's expense.

Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans to be evaluated by the standards applied to the construction of other similar telecommunications systems in the City. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations or ordinances that may, during the term of this Franchise, be adopted from time-to-time by the City or any other authority having jurisdiction over rights-of-way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation or construction.

B. In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal, or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the next business day following the discovery of the need for such repairs.

C. Franchisee shall construct and maintain its telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

D. If Franchisee uses the poles or property of any third party, it shall do so only pursuant to a written agreement with that party.

Section 9. Insurance.

A. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall maintain the insurance specified in this section. Such insurance shall be from providers authorized to conduct business in the state of Washington and reasonably acceptable to the City. The limits of liability insurance required by this Section shall not, however, limit the liability of the Franchisee hereunder.

B. On or before the effective date of this Franchise, Franchisee shall provide the City with a Certificate of Insurance, executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

C. Policies shall include a provision requiring written notice by the insurer or insurers to the City stating should any of the previously described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

D. During the term of this Franchise, Franchisee or Franchisee's contractors or sub-contractors, in the event that Franchisee uses contractors or sub-contracts, to perform the work specified herein, shall maintain in force, at its own expense the following insurance:

1. Workers' compensation insurance for all subject workers; and
2. General liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each person, and \$1,000,000, for each occurrence of bodily injury and \$1,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

Franchisee shall maintain umbrella liability insurance coverage in an occurrence form, over underlying commercial liability and automobile liability. On or before the date Franchise is fully executed by parties, Franchisee shall provide the City of with a certificate of insurance as proof of umbrella coverage with a minimum liability limit of \$5,000,000. The insurance shall be with an insurance company or companies rate A-VII or higher in Best's Guide and authorized to conduct business in the State of Washington.

Section 10. Assignability/transferability.

A. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the written consent of the City. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

B. Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 90 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 90 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

C. The Franchisee, upon any transfer, shall within 30 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

D. The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications network of the Franchisee or any affiliate of the Franchisee. However, the telecommunications network franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

E. The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 11. Indemnification: waiver; no representations.

Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officials, agents, officers and employees for any losses, claims, damages, awards, penalties or injuries arising from the performance or non-performance, by reason of any intentional or negligent act, occurrence or omission of Franchisee, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors, whether or not such acts or omissions were authorized or contemplated by this Franchise or applicable law. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Franchisee from its duty of defense against liability or of paying any judgment entered against such party.

Franchisee's indemnities set forth in this section are specifically and expressly intended to constitute a waiver by the Franchisee of its immunity, if any, under Washington's Industrial Insurance Act, RCW Title 51, et seq., to the extent necessary to provide the City with a full and complete indemnity from claims made by Franchisee and/or its employees, agents, contractors and invitees to the full extent of its negligence. Franchisee shall promptly notify the City of any casualties or accidents that may give rise to Franchisee's indemnity obligation set forth above.

Section 12. Compensation.

A. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a service provider, for use of the right-of-way, as defined in RCW 35.99.010. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, if statutory prohibitions on the imposition of

such fees are removed or if the Franchisee adds or modifies its services such that the above prohibition against franchise fees no longer apply.

B. In accordance with RCW 35.21.870 and Ilwaco Municipal Code Chapter 3.19, Franchisee shall pay to the City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's gross revenues ("utility tax"). Franchisee hereby stipulates that all of its business activities in the city are subject to the 6% tax rate imposed by Ilwaco Municipal Code Chapter 3.19 and governed by RCW 35.21.870. Any net uncollectibles, bad debts or other accrued amounts deducted from gross revenues shall be included in gross receipts at such time as they are actually collected. Revenue from point-to-point services is based on the pro-rata share of the revenue from those services. Notwithstanding the above, in the event that the rate at which the Franchisee may be taxed is increased in accordance with RCW 35.21.870, Franchisee shall pay to the City such increased tax rate upon the effective date of such increase and throughout the term of this Franchise.

C. Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the utility tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

D. Payments due under this provision shall be due and payable in quarterly installments. Remittance shall be made on or before the thirtieth (30) day of the month next succeeding the end of the quarterly period for which the tax accrued that is January 30, April 30, July 30 and October 30 of each year, per Chapter 3.19.070. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

E. Pursuant to RCW 35.21.860, Franchisee has paid a one-time administrative fee of \$500 for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including posting and publication costs, wages, benefits, overhead expenses, meetings, attorney's fees, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the right-of-way.

F. Nothing in this Franchise shall limit the City's right of taxation as authorized by law.

G. In the event that a Franchise fee payment or other sum is not received by the City on or before the due date, or is underpaid, Franchisee shall pay, in addition to the payment or sum due, interest from the due date at a rate equal to the highest rate permissible under the laws of the State of Washington.

H. Franchisee shall provide, at an incremental cost, pursuant to RCW 35.99.070,

additional ducts or conduits and any related structures necessary to access the conduit to all City facilities, including but not limited to, City Hall, fire station, community building, public works shop, water plant and wastewater plant. The additional duct or conduit space shall not be used by the city to provide telecommunications or cable television service for hire, sale or resale to the general public.

Section 13. Extension of city limits.

Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained or operated by Franchisee located within any public rights-of-ways of the annexed territory shall be subject to all of the terms of this Ordinance.

Section 14. Right to inspect records.

In order to manage the Franchisee's use of rights-of-way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's telecommunications system; the amount collected by the Franchisee from users of telecommunications service provided by Franchisee via its telecommunications network; the character and extent of the telecommunications service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its rights-of-way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Washington law.

Section 15. Right to perform Franchise fee audit or review; default.

In addition to all rights granted under Section 14, the City shall have the right to have performed a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the gross receipts of the Franchisee generated through the provision of telecommunication services under this Franchise and the accuracy of amounts paid as Franchise fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which Franchise fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by state law, any information obtained as a result of its rights pursuant to this section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights.

Section 16: Enforcement.

This Franchise may be revoked by the City by ordinance in the event the Franchisee fails, after notice or demand, to comply with any of the terms, conditions or obligations imposed upon the Franchisee hereunder, but the City shall have no obligation to do so. No forbearance by the City of any term or condition of this Franchisee in any instance or at any time shall ever comprise a waiver or estoppels of the City's right to enforce said term or condition.

Section 17: Right to inspect construction.

The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise, and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's rights-of-way.

Section 18: Law and Venue.

This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any proceeding brought to enforce any term or condition of this Franchise shall be in Pacific County Superior Court; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court for the Western District of Washington. In any action or suit to enforce any right or remedy under this Franchise, the prevailing party shall be entitled to recover its costs, including without limitation attorney's fees.

Section 19: Limitation of liability.

The City and the Franchisee agree that neither shall be liable to the other for any indirect, special or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid.

Section 20: Compliance with applicable laws.

Franchisee shall comply with all applicable federal, state and local laws, ordinances and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Washington anti-trust law, RCW 19.86.010-19.86.120. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 21: Notice.

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage pre-

paid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as each party may specify in writing:

City Clerk
City of Ilwaco
PO Box 548
Ilwaco, Washington 98624
Phone: (360) 642-3145
Facsimile: (360) 642-3155

Contracts Administration
LS Networks
921 SW Washington St, STE 370
Portland, OR 97205
Phone: (503) 294-5300
Facsimile: (503) 227-8585

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 22. Captions.

The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

Section 23. Severability.

If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

Section 24. Waiver.

The City is vested with the power and authority to reasonably regulate and manage its rights-of-way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

Section 25. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 26. Referendum and effective date.

This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN
AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2013.**

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

ACCEPTED: _____ (date)

Michael Weidman, President and CEO
LightSpeed Networks, Inc.

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 1/28/13 Council Business Item:
2/11/13
- B. Issue/Topic: **Renewal of Personal/Professional Services Agreement for City Attorney**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The previous contract with the city attorney has expired. A new two-year contract has been proposed.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1.
- F. Impacts:
1. Fiscal: Billed hourly at \$170.00 per hour plus mileage and expense reimbursement when approved in advance by city staff.
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates: Current contract has expired.
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed Personal/Professional Services Agreement with Heather Reynolds, Attorney at Law, to provide legal services as requested by the city.**

CITY OF ILWACO
PO Box 548
Ilwaco, Washington 98624

Contract No: _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This Agreement is by and between **City of Ilwaco** ("City") and **Heather Reynolds, Attorney at Law** ("Contractor"). Whereas City has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sums to be paid to Contractor by City, Contractor agrees to perform between date of execution and December 31, 2014 inclusive, the following specific personal and/or professional services:

Provide legal services when requested by City.

Payment Terms: \$170 per hour plus mileage and expense reimbursement when approved in advance by City staff

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Washington. Any action commenced in connection with this Agreement shall be in the Courts of Pacific County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of City shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.

4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State and local laws, rules and regulations.

5. **JUDICIAL RULINGS.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of City, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to City employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend City for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or her employees or agents.

8. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by City.

9. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar days written notice by either party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of City.

11. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by City and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that City will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.

12. **CITY PRIORITIES.** Contractor shall comply promptly with any requests by City relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

13. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to City by Contractor shall become the sole and exclusive property of City. All material prepared by Contractor under this Agreement may be subject to Washington's Public Records Laws.

FOR CITY:

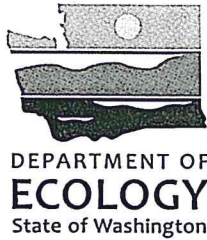
FOR CONTRACTOR:

Signature Date

Heather Reynolds, Attorney at Law Date
WSBA #15084

Title: _____

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 2/11/13 Council Business Item:
- B. Issue/Topic: **Amendment to Loan Agreement for Wastewater Plant Debt Refinance**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. On September 24, 2013, the council authorized the mayor to execute Loan Agreement No. L1300001 between the State of Washington Department of Ecology and City of Ilwaco. This amendment is needed to deobligate a portion of the loan funds, officially close out the project and establish a final loan repayment schedule.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Total loan amount is decreased by \$38,183.50 from \$3,251,094 to \$3,212,910.50 based upon the final eligible costs for the project. Repayment will begin October 15, 2013. The amount decreased as payments were made between the time of application and the time the refinance was executed.
- F. Impacts:
1. Fiscal: See above
2. Legal: Reviewed and approved by City Attorney Heather Reynolds.
3. Personnel: n/a
4. Service/Delivery: n/a
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed Amendment No. 1 (final) to Loan Agreement No. L1300001 between the State of Washington Department of Ecology and City of Ilwaco.**



AMENDMENT NO. 1 (FINAL)
TO LOAN AGREEMENT NO. L1300001
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF ILWACO

PURPOSE: To amend the above-referenced loan agreement (LOAN) between the state of Washington Department of Ecology (DEPARTMENT) and the City of Ilwaco (RECIPIENT) for the Debt Refinance Project (PROJECT). This amendment is needed to deobligate a portion of the loan funds, officially close out the PROJECT, and establish a final LOAN repayment schedule.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

- The total LOAN amount is decreased by \$38,183.50, from \$3,251,094 to \$3,212,910.50 based upon the final eligible costs for the project.
- The Project Completion Date is October 15, 2012, and based on this date, LOAN repayment will begin on October 15, 2013.
- The Estimated Loan Repayment Schedule Number 1812 is replaced with the attached Final Loan Repayment Schedule Number 1864 created on January 7, 2013.

FURTHER, this amendment will be effective January 4, 2013.

Except as expressly provided by this amendment, all other terms and conditions of the original AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF ILWACO

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

MIKE CASINELLI DATE
MAYOR

APPROVED AS TO FORM ONLY:
ASSISTANT ATTORNEY GENERAL



FINAL LOAN REPAYMENT SCHEDULE

(REVISED) ATTACHMENT 8

Loan Number	L1300001	Loan Amount	\$3,212,910.50
Recipient Name	City of Ilwaco	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.700 %
Project Completion Date	10/15/2012	Interest Compounded	Monthly
Initiation of Operations		Loan Date	11/16/2012

Loan Number	L1300001	Department of Ecology
Recipient Name	City of Ilwaco	Date Created 01/07/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	10/15/2013	\$107,833.35	\$79,669.97	\$28,163.38	\$3,184,747.12
SubTotal	2013	\$107,833.35	\$79,669.97	\$28,163.38	
2	04/15/2014	\$107,833.35	\$43,236.65	\$64,596.70	\$3,120,150.42
3	10/15/2014	\$107,833.35	\$42,359.68	\$65,473.67	\$3,054,676.75
SubTotal	2014	\$215,666.70	\$85,596.33	\$130,070.37	
4	04/15/2015	\$107,833.35	\$41,470.80	\$66,362.55	\$2,988,314.20
5	10/15/2015	\$107,833.35	\$40,569.85	\$67,263.50	\$2,921,050.70
SubTotal	2015	\$215,666.70	\$82,040.65	\$133,626.05	
6	04/15/2016	\$107,833.35	\$39,656.67	\$68,176.68	\$2,852,874.02
7	10/15/2016	\$107,833.35	\$38,731.09	\$69,102.26	\$2,783,771.76
SubTotal	2016	\$215,666.70	\$78,387.76	\$137,278.94	
8	04/15/2017	\$107,833.35	\$37,792.95	\$70,040.40	\$2,713,731.36
9	10/15/2017	\$107,833.35	\$36,842.07	\$70,991.28	\$2,642,740.08
SubTotal	2017	\$215,666.70	\$74,635.02	\$141,031.68	
10	04/15/2018	\$107,833.35	\$35,878.28	\$71,955.07	\$2,570,785.01
11	10/15/2018	\$107,833.35	\$34,901.40	\$72,931.95	\$2,497,853.06
SubTotal	2018	\$215,666.70	\$70,779.68	\$144,887.02	
12	04/15/2019	\$107,833.35	\$33,911.27	\$73,922.08	\$2,423,930.98
13	10/15/2019	\$107,833.35	\$32,907.69	\$74,925.66	\$2,349,005.32
SubTotal	2019	\$215,666.70	\$66,818.96	\$148,847.74	
14	04/15/2020	\$107,833.35	\$31,890.49	\$75,942.86	\$2,273,062.46
15	10/15/2020	\$107,833.35	\$30,859.47	\$76,973.88	\$2,196,088.58

Loan Number L1300001

Department of Ecology

Recipient Name City of Ilwaco

Date Created 01/07/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2020	\$215,666.70	\$62,749.96	\$152,916.74	
16	04/15/2021	\$107,833.35	\$29,814.46	\$78,018.89	\$2,118,069.69
17	10/15/2021	\$107,833.35	\$28,755.27	\$79,078.08	\$2,038,991.61
SubTotal	2021	\$215,666.70	\$58,569.73	\$157,096.97	
18	04/15/2022	\$107,833.35	\$27,681.69	\$80,151.66	\$1,958,839.95
19	10/15/2022	\$107,833.35	\$26,593.54	\$81,239.81	\$1,877,600.14
SubTotal	2022	\$215,666.70	\$54,275.23	\$161,391.47	
20	04/15/2023	\$107,833.35	\$25,490.61	\$82,342.74	\$1,795,257.40
21	10/15/2023	\$107,833.35	\$24,372.71	\$83,460.64	\$1,711,796.76
SubTotal	2023	\$215,666.70	\$49,863.32	\$165,803.38	
22	04/15/2024	\$107,833.35	\$23,239.64	\$84,593.71	\$1,627,203.05
23	10/15/2024	\$107,833.35	\$22,091.18	\$85,742.17	\$1,541,460.88
SubTotal	2024	\$215,666.70	\$45,330.82	\$170,335.88	
24	04/15/2025	\$107,833.35	\$20,927.13	\$86,906.22	\$1,454,554.66
25	10/15/2025	\$107,833.35	\$19,747.27	\$88,086.08	\$1,366,468.58
SubTotal	2025	\$215,666.70	\$40,674.40	\$174,992.30	
26	04/15/2026	\$107,833.35	\$18,551.40	\$89,281.95	\$1,277,186.63
27	10/15/2026	\$107,833.35	\$17,339.30	\$90,494.05	\$1,186,692.58
SubTotal	2026	\$215,666.70	\$35,890.70	\$179,776.00	
28	04/15/2027	\$107,833.35	\$16,110.73	\$91,722.62	\$1,094,969.96
29	10/15/2027	\$107,833.35	\$14,865.49	\$92,967.86	\$1,002,002.10
SubTotal	2027	\$215,666.70	\$30,976.22	\$184,690.48	
30	04/15/2028	\$107,833.35	\$13,603.35	\$94,230.00	\$907,772.10
31	10/15/2028	\$107,833.35	\$12,324.06	\$95,509.29	\$812,262.81
SubTotal	2028	\$215,666.70	\$25,927.41	\$189,739.29	
32	04/15/2029	\$107,833.35	\$11,027.41	\$96,805.94	\$715,456.87
33	10/15/2029	\$107,833.35	\$9,713.16	\$98,120.19	\$617,336.68
SubTotal	2029	\$215,666.70	\$20,740.57	\$194,926.13	
34	04/15/2030	\$107,833.35	\$8,381.07	\$99,452.28	\$517,884.40
35	10/15/2030	\$107,833.35	\$7,030.88	\$100,802.47	\$417,081.93

Loan Number L1300001

Department of Ecology

Recipient Name City of Ilwaco

Date Created 01/07/2013

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2030	\$215,666.70	\$15,411.95	\$200,254.75	
36	04/15/2031	\$107,833.35	\$5,662.37	\$102,170.98	\$314,910.95
37	10/15/2031	\$107,833.35	\$4,275.28	\$103,558.07	\$211,352.88
SubTotal	2031	\$215,666.70	\$9,937.65	\$205,729.05	
38	04/15/2032	\$107,833.35	\$2,869.36	\$104,963.99	\$106,388.89
39	10/15/2032	\$107,833.24	\$1,444.35	\$106,388.89	\$0.00
SubTotal	2032	\$215,666.59	\$4,313.71	\$211,352.88	
Grand Total		\$4,205,500.54	\$992,590.04	\$3,212,910.50	

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 2/11/13 Council Business Item:
- B. Issue/Topic: **Washington State Homeland Security Region 3 Mutual Aid Agreement**
- C. Sponsor(s):
 1. Gary Forner 2.
- D. Background (overview of why issue is before council):
 1. Homeland Security Region 3, which consists of Pacific, Grays Harbor, Lewis, Mason and Thurston Counties, developed and entered into a mutual aid agreement on the part of the emergency management agencies in 2008. The agreement expired in December of 2012. Since the agreement was due to be re-signed, the region met and language has been added encompassing additional agency/jurisdiction types. The City of Ilwaco is an eligible entity to sign on to the agreement at this time.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
 1. Mutual aid agreements facilitate and encourage assistance among members in the form of supplemental personnel, equipment, materials and other support. Each member may own and maintain equipment and stock materials, and may employ trained personnel for a variety of public services. Under certain conditions, it may be appropriate to lend its supplies, equipment and services to other members in the event of an emergency.
- F. Impacts:
 1. Fiscal:

 2. Legal: Attorney Heather Reynolds has approved the agreement.

 3. Personnel:

 4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
 1.
- I. Time Constraints/Due Dates: None
- J. Proposed Motion: **I move to approve the mayor to execute the proposed Mutual Aid Agreement (Omnibus Agreement) for Washington State Homeland Security Region.**

Region 3 Mutual Aid Agreement Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies, equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, other political subdivisions, and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Asset means anything that has value to the organization. Assets are defined, but not limited to, any function or department, including, but not limited to Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- B. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as

mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- C. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, "Payment for Services and Assistance".
- D. Borrower means a member county, city, tribe, other political subdivision, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- F. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- G. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- H. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.
- I. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24 hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- J. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.

- K. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- L. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- M. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- N. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- O. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- P. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.
- R. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms. Once this Omnibus Agreement is executed, Members are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this

Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement are encouraged to:

- A. Ensure that other Members have their organization's most current Emergency Contact Information, and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.
- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- D. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- E. The Designated Representative of the Regional Lead Coordinating Agency shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement. In turn, the Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

- G. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed", with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Member. Equipment and tool loans are subject to the following conditions:

- A. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.

- D. Borrower shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- E. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member's operator(s).

Article 8 - LOANS OF PERSONNEL

Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower's response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

The Members' Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 9 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article 10 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11. In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 11 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest. Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 13 - SUBROGATION

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

Article 14 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

Article 15 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 16 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 17 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 18 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 20 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

Article 21 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 22 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 23 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 24 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article 25 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 26 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 27 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 28 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

Article 29 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing January 16, 2013, and shall remain in effect until December 31, 2017. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: _____
(Date)

AGENCY NAME:

ATTEST:

By: (Title) _____

Signature

Title

APPROVED AS TO FORM:

By: (Title) _____

Signature

Title

Signature

Title

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 2/11/13 Council Business Item:
- B. Issue/Topic: **Ordinance regarding procedures for adjusting sewer bills for water leakage**
- C. Sponsor(s):
1. Fred Marshall 2. Jon Chambreau
- D. Background (overview of why issue is before council):
1. When the water leak adjustment procedures were enacted, the city did not bill for sewer based on consumption.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Several residential customers had extensive water leaks during the months of April, May, October or November of last year. Consequently, their sewer averages are much higher than they would normally be as a result of the water leak. Some did not report the water leak, because they were afraid they might have an even bigger leak in the future, and they are only allowed one adjustment in a three-year period. They are now requesting an adjustment to the sewer bills so the leak is not included in their sewer averaging.
- F. Impacts:
1. Fiscal: Some customers would have lower sewer bills as a result of this action
2. Legal: Reviewed and approved by Heather Reynolds
3. Personnel: n/a
4. Service/Delivery: n/a
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates: If passed, would like to adjust bills before they are due on 1/20/13.
- J. Proposed Motion: **I move to adopt the proposed ordinance amending Chapter 13.04, Water and Sewer Rates and Charges, to modify the procedure to adjust for leaks in sewer averaging and extend the time for application for unreported leaks.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING
CHAPTER 13.04, WATER AND SEWER RATES AND CHARGES, REGARDING
PROCEDURES FOR ADJUSTING SEWER BILLS FOR LEAKAGE**

WHEREAS, previously the City Council adopted procedures for adjusting water bills for leaks;
and

WHEREAS, subsequently the City Council adopted a new sewer rate structure for residential
accounts that assesses a monthly rate plus a commodity charge based on the average of four
months of water consumption; and

WHEREAS, the City Council wishes to provide a means to adjust sewer averaging if a leak
occurred within those four months; and

WHEREAS, the City Council wishes to extend the time for application for unreported leaks for
the purpose of adjusting sewer averaging only.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Chapter 13.04, Water and Sewer Rates and Charges, is amended to read as follows:

13.04.085 Leakage—Procedure for adjusting water and sewer bills.

A. Leak Adjustments.

1. In the event a leak or failure of a private water system or private service between the
meter and the structure located on private property results in excess consumption, the city may,
through a determination of the city administration, provide for a billing adjustment to credit that
portion of the overcharge in excess of three hundred percent (300%) of the average charge,
calculated as a result of the leak.

2. Leaks due to failure of internal plumbing are specifically not covered by the
provisions of this section. This includes leaking faucets, leaking toilets, leaking appliances, etc.

3. The resulting bill shall be computed using the volume consumed in a billing period
when there is a leak that yields a charge that is in excess of the three hundred percent (300%) of
the average charge for water during the same billing period up to the prior three (3) years on that
same meter. If for any reason there is not history of three (3) years, then the entire water
consumption history of less than three (3) years shall be used and may adjust the average under
unusual circumstances.

4. For residential accounts, if a water leak occurred during the months of April, May,
October or November of the previous year, the month in which the leak occurred shall be
excluded from the sewer averaging for the current year. For commercial accounts, if a water leak

occurs, the water consumption for the previous two months will be averaged and applied to the sewer commodity rate for the month in which the water leak occurred.

B. Billing Periods Covered. In the event a leak goes undetected or initial repairs are not successful and the leak extends into multiple billing periods, an adjustment can be made on up to two (2) consecutive billing periods that are impacted by the leak.

C. Time for Application. Application for a leak adjustment must be made within thirty (30) days from the postmark on the last bill consistent with the provisions of subsection B of this section. However, if an unreported residential water leak occurred in the previous year, an applicant may request an adjustment to their sewer average before April 1 of the current year.

D. Failure to Respond to Evidence of a Leak. If, at any time, the city notifies the owner of a possible leak, or if the owner knows of a leak, and if the owner or account holder fails to react in fifteen (15) days, or other reasonable time as determined solely by the city, the city may determine that some part or all of the leak adjustment per subsection A of this section may be disallowed.

E. City Form Required. Application for a leak adjustment must be made on a form approved by the city and directed to the city administration.

F. Frequency of Leak Adjustments. No more than one (1) application for credit may be considered by the city per water meter in any thirty-six (36) month period, unless consolidating applications for two (2) consecutive billing periods per subsection B of this section.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2013.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
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Ordinance XXX

Page 2 of 3

Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year

City Clerk

From: Nancy Henn [smiley738@aol.com]
Sent: Monday, February 04, 2013 3:57 PM
To: info@ilwaco-wa.gov
Subject: water

Nancy Henn
417 N. 56th. Avenue
Yakima, WA. 98908

Concerning residence in Ilwaco @ 510 Lake Street
Master Link Data Collection System.
Meter Serial #: 8553547 ID #: 7208212

I could not find information on water leaking claims.....how often can a claim be filed and is a time period involved for back claims? My husband was told that because we did not file a claim for a leak, the leak period of the May 2012 cannot be removed from the average because city was not notified. But our bill included a leak chart showing the time frame, so the city was aware of it happening, is this not enough? At one time, it was my understanding only one filing per address could be used. We chose not to file a claim, considering the horror stories we have heard of hundreds of dollars having to be paid. Now we are paying for that decision, with this new billing for sewer. It just happens to include the month of our four day leak in May, 2012. So now we are expected to pay double then the old billing method for a house used less than 6 months of the year? This seems more then a little excessive. We would appreciate some adjustment on this as we have always paid on time and not questioned billings even though the water has always seemed high.

Thank you for considering this matter, or please direct me to whom I should contact. Are the meetings open to the public?

Nancy and Tim Henn

509-961-3677

To The City of Ilwaco:

I received my water & sewer bill in the mail, and nearly fell over. My sewer bill went from \$64.50 in January bill, to \$174.87 in February's bill.

According to the notice written on the bill, this is an average water usage for the months of April, May, October, and November of 2012.

I was on vacation from April to the day after Mother's Day in May. During this time my hot water heater went out & water was running the whole time I was gone, or at least a good share of the time causing over \$35,000 in damage.

I do not feel it is fair to count this time as part of the average for the year.



Sincerely,
Loren S. Smith

The amount of this bill is one fourth of my ss check for the month, I just cannot afford this.



Issue Request

Issue#:

Request Date:

Service Address:

First Name:

Last Name:

Phone:

Email:

Issue Detail:

I had a leak in May 2012 which has made my sewer charges extremely high. I cannot afford these charges. I would like my ^{bill} recalculated without the month I had a leak.

Departments:

Assigned to:

Date Assigned:

Action Taken:

R. Watrous

Date Completed:

Initials:

Additional Information:

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Rural Utilities Program Emergency Community
Water Assistance Grant (ECWAG) program Public Hearing: 2/15/13
Council Discussion Item: 2/11/13 Council Business Item: 2/15/13
- B. Issue/Topic: **Funding emergency repairs along Robert Gray Drive and at Main Street near Second Avenue.**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. Toward the end of December, significant storm water resulted in compromised water and sewer lines along Robert Gray Drive and at Main Street near Second Avenue. On January 14, the Ilwaco City Council declared the situations an emergency in an effort to expedite the permanent repairs. As mentioned in the preliminary engineering report, leaving the lines as they are may result in additional leaks or breaks that could jeopardize the hillside along Robert Gray Drive. The water and sewer line at Main Street is currently unprotected due to the washed out culvert. The estimate for the Robert Gray Drive water/sewer line replacement is \$336,068. The estimate for the Main Street water/sewer line and culvert replacement is \$148,043. The city engineer and treasurer have prepared an application to the USDA Rural Utilities Emergency Community Water Assistance Grant (ECWAG) program. The program will only fund \$150,000 toward water utility emergencies. To replace the sewer lines, the city may need to identify \$137,043 for the Robert Gray Drive sewer lines and \$48,373 for the Main Street sewer lines. The USDA grant applications require that a public hearing be held to consider the submittal of the application. The hearing is scheduled for February 15. Included with this document are the primary portions of the grant applications, along with a schedule detailing the sewer fund year-end balance and 2013 budget. The fund is projected to end 2013 with a balance of \$268,803, which is an increase of \$162,997 from the end of 2012. In addition to the significant cash increase, the sewer fund has \$170,000 of budgeted projects for 2013 that could be re-evaluated. The city could consider using the sewer fund cash to complete the project while seeking a bond from an institution, such as the Bank of Pacific, to finance the sewer line replacement.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Temporary repairs have been made to the infrastructure. Permanent repairs must be made to prevent future breaks on the jeopardized lines and restore the crossing at the Main Street culvert. It appears that the USDA ECWAG may be able to assist with funding for the water line portion of the project. However, existing or borrowed sewer funds will need to be sought for the remainder of the repairs.

F. Impacts:

1. Fiscal: Sewer lines at Robert Gray Drive \$137,043 and Main Street \$48,373.
2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates: Immediate

J. Proposed Motion: **Motion to authorize the mayor to submit two applications to the USDA Rural Utilities Emergency Community Water Assistance Grant (ECWAG) program for funding of the Robert Gray Drive water lines for \$199,025 and Main Street for \$99,670.**

409 - SEWER FUND

ESTIMATED REVENUES

	YTD thru 11/30	2012	2013
	Actual	Budget	Proposed
Seaview Sewer Dist. Fees	0.97	178,803	197,745
Seaview DOE Refinance loan match (one pmt 1st yr)			27,406
Seaview RD Loan Match	60,408	64,860	
Seaview SRF Loan Match	39,100	40,415	37,786
TOTAL	278,311	289,465	262,937
Sewer Service Charges	0.95	735,089	790,000
Insurance recovery	28451	-	-
Sewer Connections	12,400	17,910	18,600
Other	1,408	500	500
TOTAL	777,347	791,701	809,100
Loan Proceeds	3,212,911	-	794,000
First Ave project	-	-	794,000
TOTAL	3,212,910.50	-	794,000
GRAND TOTAL ALL REVENUES	4,268,569	1,081,166	1,866,037

*Seaview Sewer fees are based on 30% of all expenses other than debt and capital expend

*Sewer connections are estimated at 3 for the year

*Other income is typically interest on past due or NSF chgs.

ESTIMATED EXPENDITURES

	YTD thru 11/30	2012	2013	Notes
	Actual	Budget	Proposed	
Salaries & Wages	0.97	116,765	\$ 124,094	
Benefits	0.94	40,712	\$ 42,147	
TOTAL	0.96	\$ 157,477	\$ 166,240	
Operation & Maintenance	1.79	53,052	\$ 8,545	
Electrical Maintenance			\$ 18,000	
Lab Supplies			\$ 5,600	
Office Supplies & Support			\$ 3,855	
Computer & Software Support			\$ 4,000	
Chemicals	0.43	8,659	20,000	
Excise Tax	1.06	16,413	15,506	
Annual Meter Calibrations	0.99	3,979	4,000	
DOE Annual Permit	1.62	4,049	2,500	
Screen Panels & Brushes	0.33	490	1,500	
Gas/Oil Products	0.67	4,528	6,800	
Small Tools	0.45	1,135	2,500	
TOTAL	1.12	\$ 92,305	\$ 82,506	
Professional Services			\$ 95,361	
Attorney Fees	0.44	17,564	40,000	
Communications	0.77	4,032	5,250	
Travel/Meals/Lodging	0.39	772	2,000	
Training	0.19	559	3,000	
Insurance	0.77	11,845	15,357	
Electricity	0.85	53,008	62,208	
City Water	0.85	3,841	4,500	
City Sewer	0.79	950	1,200	
Garbage Services	2.21	3,090	1,400	
Storm Drainage	0.64	375	584	
Repairs	0.73	1,836	2,500	
Spray Sludge Disposal Site	0.96	23,544	24,500	
Annual Pipe Clean/TV Inspection	1.67	5,015	3,000	
Misc.	0.00	-	1,500	
TOTAL	0.76	\$ 126,431	\$ 166,999	
TOTAL OPERATION & MAINT	0.91	\$ 376,213	\$ 413,770	
Machinery & Equipment		40,880	19,965	
Electrical Repairs		122,059	131,000	
Sludge Truck life extension		15,542	6200	
Maintenance/brushing right of ways		-	-	
Treatment Plant Roof/Siding/Painting/Parking lot mntc		-	-	
Vehicle Purchase - Grit trailer		755	6,900	
Engineering Nesadi		26,502	29,000	
Main lift #2 2012/effluent pmp&meter 2013	0.86	205,738	238,065	
TOTAL	0.86	\$ 205,738	\$ 213	
Software Upgrade		3,200	2,133	
First Street Sewer Line		2,059	-	
Sewer Line Replacement/repair		5,000	5,000	
Contingency		10,258	7,133	
TOTAL	0.84	\$ 205,738	\$ 245,198	
TOTAL CAPITAL EXPENDITURE	0.84	\$ 205,738	\$ 245,198	
To 402 Equipment Reserve		-	-	
To 405 Maintenance Reserve		-	-	

pump/generator mntc

* 16,000 is lease pmts and 12,000 mntc

24%

valves

SLA less \$32k for Dissolved Oxygen

Eliza Street Sewer Line

57%

		\$	7,500	7,500	7,500	7,500	7,500	19%
Transfer to 001-Building Rental								
TOTAL		\$	7,500	7,500	7,500	7,500	7,500	
INTERFUND LOAN REPMT			7,500	7,500	7,500	7,500	-	
To 403 USDA Redemption 92-07			2,320,312		141,762			
To 403 SRF Bond Redemption - SRF 94-08			104,308		104,308		104,308	
To 403 WWTP PWTF Redemption-97-791-007			25,752		15,086		15,086	
To 404 WWTP Bond Reserve-2008-B of P			2,965		2,965		2,965	
To 403 WWTP B of P - 2008			29,647		29,648		29,648	
To 403 WWTP DOE Refinance (only 1 pmt 1st yr)			-		-		107,000	
To 403 WWTP USDA 2004 Redemption-SBR #3			1,095,729		61,368			
To 404 WWTP Bond Reserve-2004-#92-10			6,137		6,137		6,137	
To 403 WWTP PWTF 06-962-017			13,501		13,682		13,564	
To 403 WWTP PWTF Redemption-05-691-023			25,933		25,933		25,528	
To 403 WWTP PR-09-951-050			-		13,297		13,168	
To 403 WWTP PWTF Redemption-04-691-PRE-1			1,691		1,691		1,676	
TOTAL DEBT PAYMENTS		8.57 \$	3,633,475	\$	423,771	\$	319,079	19%
GRAND TOTAL EXPENDITURE		3.88 \$	4,233,185	\$	1,090,239	\$	1,718,398	
2013 Reserve Contribution //(Denflection)		\$	35,384	\$	(9,073)	\$	147,639	
GRAND TOTALS ALL REVENUES	\$4,268,569	\$1,081,166						
	\$1,866,037							

Reserve Analysis		
CARRYOVER FROM PRIOR YEAR (Beginning Balance)	\$	121,164
Revenues	\$1,866,037	
Expenses	(\$739,099)	
Net Collections (Usage) from Operations Activity		\$ 1,126,938
Reserve Including 2013 Contribution		\$ 1,248,102
Utilization of Reserve for Capital Items - 2013		\$ (979,299)
RESERVE FOR FUTURE (Ending Balance)	\$	268,803
<i>2013 Ending Fund Balance</i>	\$	268,803
Less:		
Equipment Replacement @ 50% of next year	89,238	
Loan Repayment Rsv (see Fund 404)		
New Construction Rsv	-	
Emergency Reserve	100,000	
Goulter property purchase reserve (1.44 million)	144,000	
Operating Reserve 12.5% of expense	51,565	
<i>Desired Reserve</i>	384,802	
<i>Reserve shortfall</i>	\$	(115,999)

Reserve Distribution based on proforma					
	2013	2014	2015	2016	2017
\$	268,803	\$ 351,923	\$ 417,987	\$ 467,777	\$ 590,895
	79,663	84,475	73,500	42,900	42,900
	-	-	-	-	-
	100,000	100,000	100,000	100,000	100,000
	37,576	115,883	192,922	273,312	396,430
	51,565	51,565	51,565	51,565	51,565
	268,803	351,923	417,987	467,777	590,895

Elaine McMillan

From: Elaine McMillan [treasurer@ilwaco-wa.gov]
Sent: Wednesday, February 06, 2013 4:53 PM
To: 'Fred Marshall'
Cc: 'Jon Chambreau'; 'Mayor Mike Cassinelli'
Subject: RE: Funding for Emergency repairs
Attachments: sewer fund.xlsx

Fred –

The information attached to the briefing document reflects the 2012 year end sewer fund balance of \$105,806. On the schedule, I had broken this balance into 50% of the equipment replacement for 2013, or \$98,238. The remaining \$7,568 is shown as segregated to the Operating reserve. As of the end of 2012, \$43,997 of the desired operating reserve is unfunded, \$100,000 of the desired emergency reserve is unfunded, and \$144,000 of the desired reserve to purchase the Goulter property is unfunded. Month to month cashflow for the fund can be difficult to project with the new consumption based billing for sewer, however, I have attached a quick stab at it which reflects the fund going negative mid-year if the emergency is paid for with cash and the budgeted projects are completed this summer. To pay cash for the emergency, would cause timing issues with the other projects to avoid negative cashflow.

At the end of 2013, the fund balance per the current budget is anticipated to be \$268,803. Of this balance, \$79,663 would be allocated as 50% of the equipment replacement for 2014, \$51,565 would be allocated toward operating reserve, \$100,000 would be allocated to Emergency reserve, and \$37,576 would be for the purchase of the Goulter property. This and the future projected reserve distributions is reflected on the 2013 Budget schedules attached to the briefing document. If the council chose to use fund balance toward the emergency sewer repairs vs. borrowing, the projected reserve build-up would be delayed and the anticipated balance at the end of 2013 would be closer to \$68,000. Below the 2013 Cashflow on the attached schedule, I have illustrated a summary of how quickly the reserves might be replenished if the funds are used toward the emergency.

To answer your questions below, it would take approx. 3 years to re-build the emergency reserve. Timing of projects may need to be juggled this year, however, I believe they could be completed vs. deferring anything on the SLA list. The operating reserve would be restored by the end of 2014. I believe that an auditor reviewing the sewer fund balance of \$68,000 at the end of 2013 would be satisfied. Auditors only require that a city's General fund meet the operating reserve test for 2.5 months worth of expenditures as year-end cash. This being said, there are always so many unknowns and needs for cash for this particular sewer utility that I certainly wouldn't hesitate to work with the bank if the council decided that it would be best to spread at least \$100,000 of the emergency sewer repairs over the next five years. If we did that, I would estimate the interest expense to be approx. \$12,000 to \$15,000 over the life of the loan. Hope this information better clarifies the financial aspect of the project. Please let me know if you have additional questions.
Elaine

From: Fred Marshall [mailto:council3@ilwaco-wa.gov]
Sent: Wednesday, February 06, 2013 12:47 PM
To: 'Elaine McMillan'; 'Jon Chambreau'; 'Mayor Mike Cassinelli'
Subject: RE: Funding for Emergency repairs

Elaine, Mike and Jon,

As we discussed yesterday, I'd like to know more than the "cash balance of the sewer fund". This seems a point that I have failed to make more than once.

In my view, we have a number of reserve or margin "accounts" or "line items" or whatever yacallit ... that represent *specific* margin requirements *in each case* that have been established by the City Council. This list would include:

- Working capital / fund margin
- Emergency reserves
- Short-lived assets
- Etc.

So, in each case, there would be a definable "impact" of reducing the funds. For example:

- If we deplete the emergency reserves then we know that we're taking that fund to zero and we would want to understand how it would be replenished (which is a possible budget item and a timing question). At least emergency reserves have a finite probability of not being needed over a short time frame.
- If we defer short-lived assets expenses then we should know what we're deferring, with what level of risk and how the short-lived assets program would be brought back on track.
Unlike the emergency reserves, the short-lived assets are part of a plan that guarantees 100% probability of spending some of it each year. So it probably has a higher priority to get back on track. Using these funds implies a new short-lived assets expense profile. Generating a new profile should actually be fairly easy. So, if anyone believes otherwise then maybe we have a different view of how such updates might be accomplished.
- If we deplete the working capital then what will our plan be? -(which is also a possible budget item and a timing question). What would the State Auditor say?

If we are going to deplete **all** the cash that doesn't make these questions moot. We still have to understand the impacts (risks and financial) and the plans forward. For example, I should think we might want to build back the working capital first.

Obviously, if one views cash as fungible, then labeling the funds may not seem to matter. But the planning and timing for them, along with the risks involved can't be swept under the rug. Surely a lot of good work has gone into developing (at least) the short-lived assets plan.

As it stands, the briefing material here doesn't address these things – even at a high level.

Regards,

Fred Marshall
City of Ilwaco Councilmember
PO Box 159
Ilwaco, WA 98624
(360) 642-2073

From: Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]
Sent: Wednesday, February 06, 2013 11:17 AM
To: 'Fred Marshall'; 'Jon Chambreau'
Cc: 'Mayor Mike Cassinelli'
Subject: Funding for Emergency repairs

Fred and Jon –

Thank you for meeting with me yesterday. As I mentioned yesterday, I have been working on a USDA application with Nancy for grant funding for the emergency water line repairs. To replace the sewer lines, we will need to use our own funds or seek financing. I attempted to answer Fred's questions regarding our own funds in the attached. While we will not have the public hearing on the USDA application until February 15th, I have assembled the attached briefing document and budget along with the primary pieces of the USDA application and preliminary engineering reports for a Discussion item at the meeting on February 11th. If you have any questions or there is additional information I could send to the meeting, please let me know.

Elaine McMillan
Treasurer
City of Ilwaco

City of Ilwaco
Sewer Fund

31-Dec-12

	Actual	Budgeted
12/31/2012 Balance	105,806	121,164
12/31/2013 Balance		268,803

Actual/Desired Reserve

50% of equipment replacement 2013	98,238	98,238
Emergency Reserve	-	100,000
Goulter purchase property	-	144,000
Operating Reserve 12.5%	<u>7,568</u>	<u>51,565</u>
	105,806	393,803

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier	
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name: City of Ilwaco		Organizational Unit: Department: Water and Wastewater utility		
Organizational DUNS: 003206976		Division:		
Address: Street: 120 First Avenue North, PO Box 548		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Elaine		
City: Ilwaco		Middle Name		
County: Pacific		Last Name McMillan		
State: WA	Zip Code 98624	Suffix:		
Country: USA		Email: treasurer@ilwaco-wa.gov		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 91-6001443		Phone Number (give area code) 360 642 3145	Fax Number (give area code) 360 642 3155	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 10-760		9. NAME OF FEDERAL AGENCY: USDA Rural Development		
TITLE (Name of Program): Essential Community Facilities loans and grants		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Emergency replacement of water lines and sewer lines jeopardized by recent stormwater event creating landslide along Robert Gray Drive in Ilwaco, Washington.		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Ilwaco, Pacific, Washington				
13. PROPOSED PROJECT Start Date: immediate Ending Date: September 2013		14. CONGRESSIONAL DISTRICTS OF: a. Applicant Third b. Project Third		
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 199,025.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:		
b. Applicant	\$ 137,043.00	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
c. State	\$.00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
d. Local	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
e. Other	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
f. Program Income	\$.00			
g. TOTAL	\$ 336,068.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix	First Name Michael	Middle Name		
Last Name Cassinelli	Suffix			
b. Title Mayor	c. Telephone Number (give area code) 360 642 3145			
d. Signature of Authorized Representative	e. Date Signed			

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <div style="display: flex; justify-content: space-between;"> <div>A. Increase Award C. Increase Duration</div> <div>B. Decrease Award D. Decrease Duration</div> </div> 	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$.00	\$.00	\$.00
4. Architectural and engineering fees	\$ 66,068 .00	\$ 27,043 .00	\$ 39,025 .00
5. Other architectural and engineering fees	\$ 5,000 .00	\$ 2,000 .00	\$ 3,000 .00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$ 30,184 .00	\$ 11,858 .00	\$ 18,326 .00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$ 167,402 .00	\$ 67,504 .00	\$ 99,898 .00
10. Equipment	\$.00	\$.00	\$.00
11. Miscellaneous	\$ 23,369 .00	\$ 10,609 .00	\$ 12,760 .00
12. SUBTOTAL (sum of lines 1-11)	\$ 292,023 .00	\$ 119,014 .00	\$ 173,009 .00
13. Contingencies	\$ 44,045 .00	\$ 18,029 .00	\$ 26,016 .00
14. SUBTOTAL	\$ 336,068 .00	\$ 137,043 .00	\$ 199,025 .00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$.00	\$.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%		\$ 199,025

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR ROBERT GRAY DRIVE

**G&O #20134.30
FEBRUARY 2013**



CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR ROBERT GRAY DRIVE



G&O #20134.30
FEBRUARY 2013



GENERAL

The City of Ilwaco needs to replace the waterline in Robert Gray Drive that was damaged by a landslide that occurred in December 2012. This report will provide information regarding the need for the project, the existing system, the proposed improvements, and a brief description of the environmental resources in the vicinity.

NEED FOR THE PROJECT

A landslide occurred above Robert Gray Drive near Klahanee Place in late December 2012. The location of the slide is shown on Figure 1. The slide, which occurred on private property and unopened City right-of-way, deposited material onto Robert Gray Drive and caused heaving of the roadbed. The City-owned 6-inch asbestos-concrete water and 4-inch PVC sewer utilities located in the Robert Gray Drive road prism were damaged. The preliminary geotechnical evaluation of the slide area indicates that the slide was a flow-type failure caused by saturation of fill and colluvium. The source of the water was not definitively known but may have included infiltration of surface water, groundwater, and broken/leaky/plugged property owner-installed stormwater pipes in the slide area. The geotechnical report indicated that without proper mitigation measures, the existing slide would likely continue to progress upward and the slide could become a safety hazard for vehicles and pedestrians on Robert Gray Drive.

The slide occurred on private property and unimproved right-of-way and as such, is the property owners' responsibility to repair. However, the City needs to replace the utilities to ensure that service is not disrupted and that no further environmental damage occurs due to leaking/broken water and sewer utilities.

EXISTING SYSTEM

The existing waterline in Robert Gray Drive is a 6-inch asbestos-concrete (AC) main installed in the mid-1970s. The main provides water to a bed and breakfast inn on Robert Gray Drive and residents on Robert Gray Drive and Klahanee Drive.

PROPOSED IMPROVEMENTS

Given the potential for additional land movement in the area, the City will replace the water main with ductile iron pipe with restrained joints which will be able to withstand ground movement without breaking. The minimum water distribution pipe size per the City of Ilwaco Water System Standards is 8 inches. The replaced pipe will be 8-inch diameter.

ENVIRONMENTAL RESOURCES

The following summary of the environmental resources found in the vicinity of the project area is taken from the NEPA Environmental Report, City of Ilwaco, Pacific County, Washington, Sahalee Subdivision Water, Sewer, and Pump Station Replacement Project (March 2010) which was prepared in support of the City's application for USDA Rural Development funding for water and sewer replacements in the vicinity.

Robert Gray Drive is located on the west-facing slope of the Sahalee hillside (outside the 100-year floodplain) west of downtown Ilwaco, Washington in Section 33 of Township 10 north, Range 11 west, approximately 0.5 mile west of Baker Bay and the Columbia River and 1.5 miles east of the Pacific Ocean. The topography of the Sahalee hillside ranges from elevation 275 feet above mean sea level to sea level. All work will occur within City of Ilwaco right-of-way in Robert Gray Drive, approximate elevation 60 feet.

Robert Gray Drive is located within the Cape Disappointment Historic District. According to Rob Freed of Archaeological Consulting Services, there are no records of cultural or historic resources in the project area.

All areas proposed for soil disturbance are in existing road right-of-way, and are therefore not regarded as farmland of statewide importance. Soils throughout the south-facing slope of the Sahalee hillside are classified as Palix silt loam, cool, with 8 to 30 percent slopes. Palix soils are not prone to erosion but are prone to slippage.

According to the U.S. Fish and Wildlife Service Web site, animal species protected under the authority of the Endangered Species Act in Pacific County include bull trout, marbled murrelet, northern spotted owl, the Oregon silverspot butterfly, the western snowy plover, and the short-tailed albatross. According to the Washington State Department of Fish and Wildlife Priority Habitat and Species Map for the area, of these species, only the marbled murrelet and bull trout are likely to occur near the project site. The marbled murrelet nests in old-growth forest approximately 1,000 yards southwest of the project area and the bull trout is potentially present in the Columbia River approximately 1,000 yards to the south and east.

Columbia River chum salmon, Lower Columbia River steelhead, Chinook and Coho salmon, eulachon and green sturgeon are ESA-protected species occurring in the Lower Columbia River offshore of the project area. Upper Columbia River spring Chinook salmon, Upper Willamette Chinook salmon, Upper Columbia River steelhead, Snake River steelhead Mid-Columbia River steelhead, and Upper Willamette steelhead all pass through the Lower Columbia River and Baker Bay en route to the Pacific Ocean as juveniles and to upstream spawning areas upon return from the ocean. The Columbia River provides Essential Fish Habitat for commercially important populations of Chinook, Coho, and a small population of pink salmon. In addition to the Threatened and Endangered fish species discussed above, shad, bass, perch, sturgeon (both white and

green), Pacific lamprey, herring, and a variety of marine fish may swim up the Columbia River in the saltwater lens. Dungeness crabs are known to be present in the Columbia River near the mouth.

The Ilwaco area was originally forested. Wetlands and marsh areas occurred along the Columbia River east of Robert Gray Drive. Most of the hillsides in the Ilwaco area have been logged at least once. Common tree species in order of prominence include Douglas fir (*Pseudotsuga menziesii*), red alder (*Alnus rubra*), big-leaf maple (*Acer macrophyllum*), and black cottonwood (*Populus trichocarpa*). Other species found in the area include grand fir (*Thuja plicata*) and Oregon ash (*Fraxinus latifolia*). Various species of undergrowth include salal, several varieties of berries, innumerable species of brush, sward ferns, honeysuckle, vine maple, and others. Grasses consist of bentgrass, brome, cheat, and other local grasses.

ALTERNATIVES CONSIDERED

The alternatives considered for replacing the damaged water distribution system included:

1. No Action, and
2. Replace 6-inch AC water main with 8-inch ductile iron water main (approximately 750 linear feet).

ALTERNATIVE 1: NO ACTION

Taking no action to replace the damaged water main in Robert Gray Drive would result in continued and potentially increasing leakage of treated water which affects the residents and could potentially undermine the road and hillside. Loss of treated water represents a source of lost revenue due to pumping and treatment costs that are not recouped and the additional expense for the City crew to repeatedly repair water leaks, as well as removal of water from the City water impoundment that is not being put to consumptive use.

The environmental consequences of taking no action to replace the water main in Robert Gray Drive are continued leakage of treated water and increased potential for landslides due to water leaks.

There is no construction cost associated with Alternative 1. Potential non-construction costs include the expense of locating and repairing system leaks and liability for landslides caused by leaking water pipes.

Alternative 1, No Action, does not meet the City of Ilwaco's goals of operating the City utilities efficiently and in a manner that protects the environment and health of the citizens and staff.

ALTERNATIVE 2: REPLACE AC WATER MAIN WITH DUCTILE IRON WATER MAIN

Replacement of the damaged water main with ductile iron would eliminate the potential of continued breakage of the existing main. This alternative would address the lost revenue due to the cost of losing treated water and the potential liability of exacerbating landslide conditions due to soil saturation.

This alternative would replace approximately 750 linear feet of AC water main in the slide area with ductile iron water main. This alternative would impact the existing roadways and residents during construction of the new infrastructure. There are no adverse environmental consequences of replacing the water main along Robert Gray Drive. No additional land acquisition will be required for this project.

The project cost estimate for the replacement of the water main is approximately \$199,000. A detailed cost estimate is included in Appendix A.

PROPOSED PROJECT

The proposed project for replacement of the damaged water main in Robert Gray Drive includes the following item of work. The proposed water improvements are shown on Figure 2:

Replace approximately 750 linear feet of 6-inch AC water main on Robert Gray Drive with 8-inch ductile iron water main.

All piping will be designed in accordance with City and Washington State Department of Health standards.

APPENDIX A

DETAILED COST ESTIMATE

City of Ilwaco
Preliminary Project Cost Estimate
Emergency Water Repair - Robert Gray Drive
1/17/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 9,000	\$ 9,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 2,000	\$ 2,000
3 Environmental Controls	1	LS	\$ 1,000	\$ 1,000
4 Trench Excavation Safety Systems	1	LS	\$ 1,000	\$ 1,000
5 Dewatering	1	LS	\$ 2,000	\$ 2,000
6 Temporary Bypass Pumping	1	LS	\$ 4,000	\$ 4,000
7 Traffic Control	1	LS	\$ 4,000	\$ 4,000
8 Locate Existing Utilities	1	LS	\$ 1,000	\$ 1,000
9 Removal of Structures and Obstructions	1	LS	\$ 4,000	\$ 4,000
10 6" DI Force Main (Including bedding)	0	LF	\$ 70	\$ -
11 in ROW	0	LF		
12 in easmnt	0	LF		
13 8" DI Water Main (Including fittings, bedding)	750	LF	\$ 80	\$ 60,000
14 in ROW	750	LF		
15 in easmnt	0	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Sanitary Sewer	0	EA	\$ 2,500	\$ -
20 Additional Pipe Fittings	340	LB	\$ 4	\$ 1,190
21 8-inch Gate Valves	2	EA	\$ 1,800	\$ 3,600
22 Fire Hydrants	0	EA	\$ 4,000	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,000	\$ 4,000
24 3/4" Service Connections, complete	3	EA	\$ 500	\$ 1,500
25 Special Excavation of Unsuitable Material	90	CY	\$ 35	\$ 3,150
26 Foundation Gravel	60	TN	\$ 20	\$ 1,200
27 Gravel Backfill	500	TN	\$ 20	\$ 10,000
28 Crushed Surfacing Top Course	90	TN	\$ 20	\$ 1,800
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 170	\$ 1,700
30 Sawcutting	1,510	LF	\$ 3	\$ 4,530
31 Planing Bituminous Pavement	0	SY	\$ 4	\$ -
32 Hot Mix Asphalt	0	TN	\$ 100	\$ -
33 Hydroseeding	0	SY	\$ 3	\$ -

Subtotal	\$ 120,670
Contingency (20%)	\$ 24,134

Subtotal	\$ 144,804
Sales Tax (7.8%)	\$ 11,295

Total	\$ 156,099
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Total Construction Cost (Rounded)	\$ 160,000
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Engineering (25%)	\$39,024.75
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Project Cost	\$199,024.75
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City of Ilwaco
Preliminary Project Cost Estimate
Emergency Water and Sewer Repair - Robert Gray Drive
1/17/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 16,000	\$ 16,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 3,000	\$ 3,000
3 Environmental Controls	1	LS	\$ 2,000	\$ 2,000
4 Trench Excavation Safety Systems	1	LS	\$ 2,000	\$ 2,000
5 Dewatering	1	LS	\$ 3,000	\$ 3,000
6 Temporary Bypass Pumping	1	LS	\$ 7,000	\$ 7,000
7 Traffic Control	1	LS	\$ 7,000	\$ 7,000
8 Locate Existing Utilities	1	LS	\$ 2,000	\$ 2,000
9 Removal of Structures and Obstructions	1	LS	\$ 7,000	\$ 7,000
10 6" DI Force Main (Including bedding)	500	LF	\$ 70	\$ 35,000
11 in ROW	500	LF		
12 in easmnt	0	LF		
13 8" DI Water Main (Including fittings, bedding)	750	LF	\$ 80	\$ 60,000
14 in ROW	750	LF		
15 in easmnt	0	LF		
16 6" side sewer	70	LF	\$ 30	\$ 2,100
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Sewer System	2	EA	\$ 2,500	\$ 5,000
20 Additional Pipe Fittings	340	LB	\$ 4	\$ 1,190
21 8-inch Gate Valves	2	EA	\$ 1,800	\$ 3,600
22 Fire Hydrants	0	EA	\$ 4,000	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,000	\$ 4,000
24 3/4" Service Connections, complete	3	EA	\$ 500	\$ 1,500
25 Special Excavation of Unsuitable Material	150	CY	\$ 35	\$ 5,250
26 Foundation Gravel	110	TN	\$ 20	\$ 2,200
27 Gravel Backfill	800	TN	\$ 20	\$ 16,000
28 Crushed Surfacing Top Course	150	TN	\$ 20	\$ 3,000
29 HMA Cl. 1/2 PG 58-22	50	TN	\$ 170	\$ 8,500
30 Sawcutting	2,650	LF	\$ 3	\$ 7,950
31 Planing Bituminous Pavement	0	SY	\$ 4	\$ -
32 Hot Mix Asphalt	0	TN	\$ 100	\$ -
33 Hydroseeding	0	SY	\$ 3	\$ -

Subtotal	\$ 204,290
Contingency (20%)	\$ 40,858

Subtotal	\$ 245,148
Sales Tax (7.8%)	\$ 19,122

Total	\$ 264,270
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Total Construction Cost (Rounded)	\$ 270,000
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Engineering (25%)	\$66,067.50
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Project Cost	\$336,067.50
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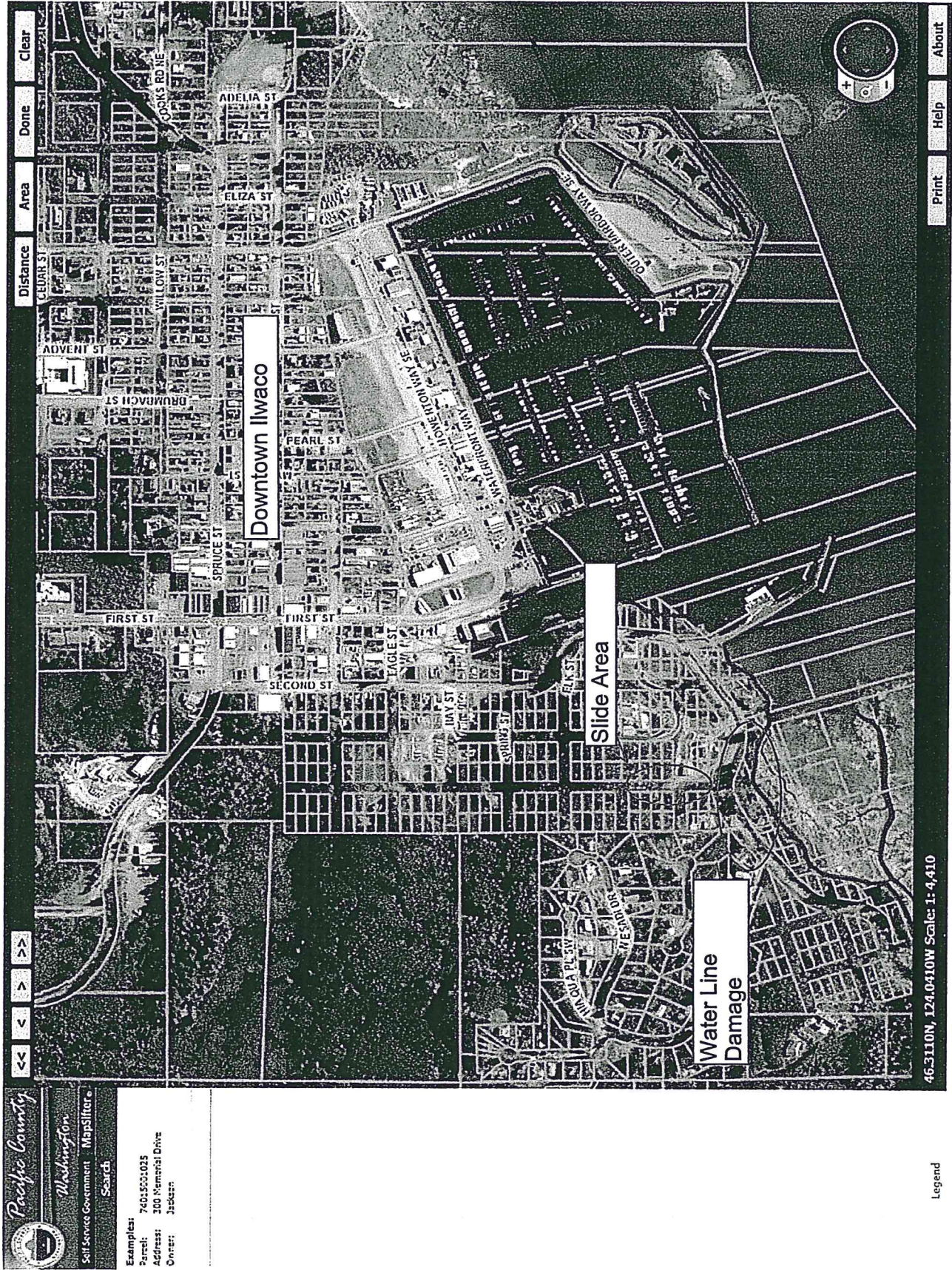


Figure 1

<http://pacificwa.mapsifter.com/>

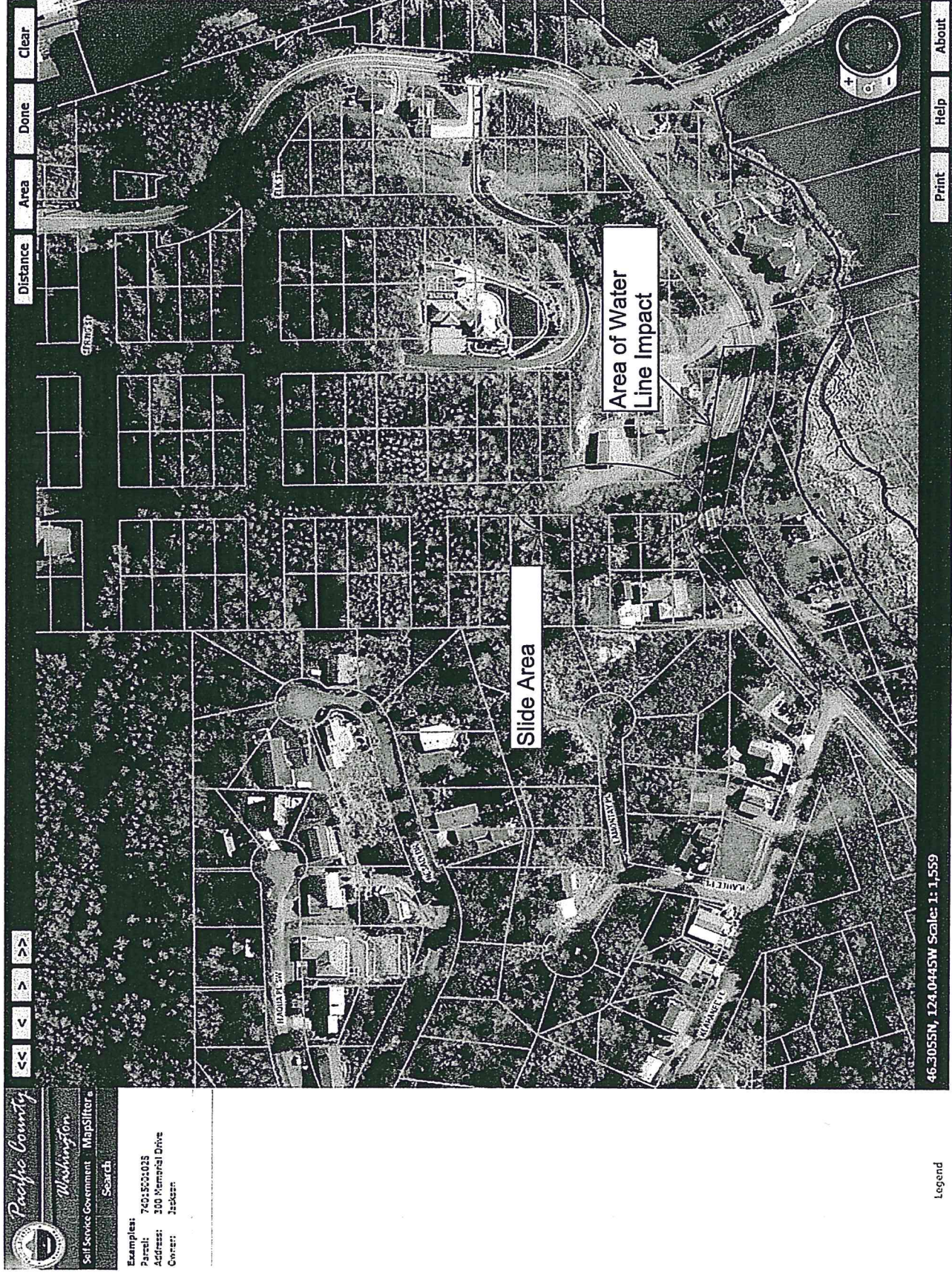


Figure 2

<http://pacificwa.mapsifter.com/>

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED	Applicant Identifier	
<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier	
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Pre-application			
5. APPLICANT INFORMATION				
Legal Name:		Organizational Unit:		
City of Ilwaco		Department: Water and Wastewater Utility		
Organizational DUNS: 003206976		Division:		
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)		
Street: 120 First Avenue, PO Box 548		Prefix:	First Name: Elaine	
City: Ilwaco		Middle Name		
County: Pacific		Last Name McMillan		
State: WA	Zip Code 98624	Suffix:		
Country: USA		Email: treasurer@ilwaco-wa.gov		
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		Phone Number (give area code)		Fax Number (give area code)
91-6001443		360 6423145		3606423155
8. TYPE OF APPLICATION:		7. TYPE OF APPLICANT: (See back of form for Application Types)		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		Municipal		
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)		Other (specify)		
Other (specify)		9. NAME OF FEDERAL AGENCY: USDA Rural Development		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:		
TITLE (Name of Program): Essential Community Facilities loans and grants		Emergency replacement of water lines, sewer lines and culvert jeopardized by a recent stormwater event at Second and Main Street in Ilwaco, Washington		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Ilwaco, Pacific, Washington				
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:		
Start Date: immediate	Ending Date: September 2013	a. Applicant Third		b. Project Third
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 99,670.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$ 48,373.00	DATE:		
c. State	\$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$.00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 148,043.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix	First Name Mike	Middle Name		
Last Name Cassinelli	Suffix			
b. Title Mayor	c. Telephone Number (give area code) 3606423145			
d. Signature of Authorized Representative	e. Date Signed			

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <div style="display: flex; justify-content: space-between;"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration </div> 	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	.00	\$.00
3. Relocation expenses and payments	\$.00	.00	\$.00
4. Architectural and engineering fees	\$ 28,043 .00	8,373 .00	\$ 19,670 .00
5. Other architectural and engineering fees	\$.00	.00	\$.00
6. Project inspection fees	\$.00	.00	\$.00
7. Site work	\$ 9,702 .00	2,156 .00	\$ 7,546 .00
8. Demolition and removal	\$.00	.00	\$.00
9. Construction	\$ 75,151 .00	23,598 .00	\$ 51,553 .00
10. Equipment	\$.00	.00	\$.00
11. Miscellaneous	\$ 16,451 .00	8,664 .00	\$ 7,787 .00
12. SUBTOTAL (sum of lines 1-11)	\$ 129,347 .00	42,791 .00	\$ 86,556 .00
13. Contingencies	\$ 18696 .00	5,582 .00	\$ 13,114 .00
14. SUBTOTAL	\$ 148,043 .00	48373 .00	\$ 99,670 .00
15. Project (program) income	\$.00	.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$.00	.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____ %		\$ 99,670

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or -] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR MAIN STREET DRAINAGE AND CULVERT

**G&O #20134.30
FEBRUARY 2013**



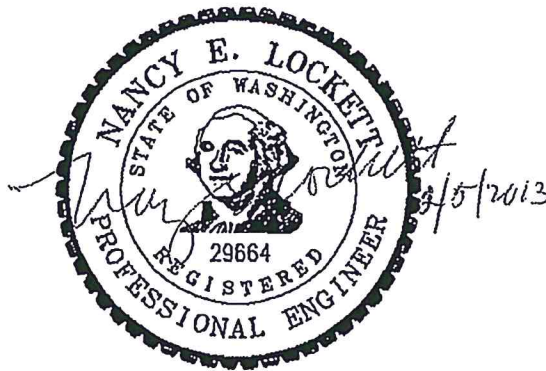
CITY OF ILWACO

PACIFIC COUNTY

WASHINGTON



PRELIMINARY ENGINEERING REPORT EMERGENCY WATERLINE REPAIR MAIN STREET DRAINAGE AND CULVERT



G&O #20134.30
FEBRUARY 2013



GENERAL

The City of Ilwaco needs to replace approximately 200 linear feet of waterline in Main Street west of 2nd Avenue. See Figure 1 for the location of the proposed project. A major drainage ditch in the downtown core of the City of Ilwaco is located approximately 120 feet west of 2nd Avenue. The ditch flows from north to south and is an open ditch with culverts until it crosses under Eagle Street. At this point, the drainage ditch is piped under the Port of Ilwaco boatyard for approximately 340 feet. The ditch discharges into the Port of Ilwaco boat basin via a tide gate.

As property owners developed to the west of 2nd Avenue two corrugated metal pipe elliptical culverts were installed approximately 30 years ago in the previously unopened Main Street right-of-way to allow access to three properties. The elliptical culverts have a 36-inch base; however, they were installed upside down with the smaller opening facing down. The culverts are approximately 75 percent full of sediment and are severely corroded.

The City received 19 inches of rain in December 2012. The stormwater flow in the ditch exceeded the capacity of the largely blocked culverts and water overtopped the culverts and roadway and eroded a new path around the culverts. The City's water and sewer lines that crossed the ditch immediately above the culverts were exposed and are in danger of breaking. The City Council approved an emergency declaration for this situation at the regularly scheduled Council meeting on January 14, 2013.

The extent of the damage is shown on Figures 2 and 3. The water main, the white pipe in Figures 2 and 3, is in danger of rupturing. This report will provide information regarding the need for the project, the existing system, the proposed improvements, and a brief description of the environmental resources in the vicinity.

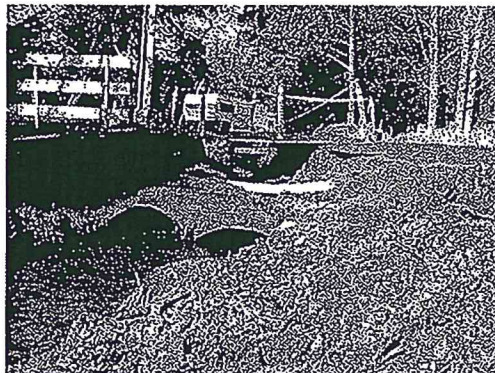


FIGURE 2

Water (White Pipe) and Sewer (Green Pipe)

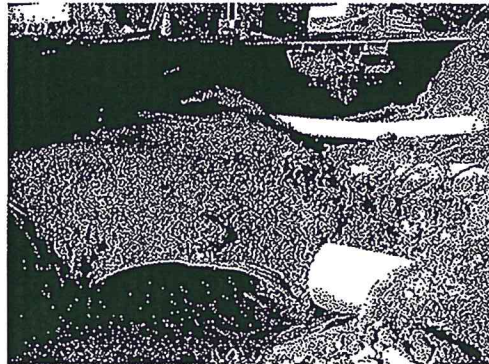


FIGURE 3

Water (White Pipe) and Sewer (Green Pipe)

NEED FOR THE PROJECT

The culverts under Main Street west of 2nd Avenue washed out in the rainstorm that occurred between December 17 and December 21. The water and sewer lines that had been installed above the culverts were exposed and left unsupported when the roadbed and soil were eroded. The water and sewer lines are vulnerable to breakage.

EXISTING SYSTEM

The existing waterline in Main Street is a 6-inch polyvinyl chloride (PVC) main. The main provides water to several residences and a fire hydrant. Before the culvert was washed out, the water pipe did not have adequate separation for the sewer force main per the Department of Ecology guidelines for minimum separation between water and sewer, and had minimum cover over the pipe to protect it from vehicle damage.

PROPOSED IMPROVEMENTS

The water main will be replaced with ductile iron pipe to ensure the pipe is protected from vehicle damage due to the minimum amount of cover available over the top of the culverts. The minimum size of water distribution pipe per the City of Ilwaco Water System Standards is 8 inches. The pipe will be replaced with an 8-inch pipe.

ENVIRONMENTAL RESOURCES

The following summary of the environmental resources found in the vicinity of the project area is taken from the NEPA Environmental Report, City of Ilwaco, Pacific County, Washington, Sahalee Subdivision Water, Sewer, and Pump Station Replacement Project (March 2010) which was prepared in support of the City's application for USDA Rural Development funding for water and sewer replacements in the Sahalee

Development (located immediately south of the project site) and the Informal ESA Consultation documentation for water system improvements in Ilwaco prepared in August 2012.

The drainage ditch culvert crossing on Main Street is located on the west side of downtown Ilwaco, Washington in Section 33 of Township 10 North, Range 11 West, approximately 0.5 mile north of Baker Bay and the Columbia River and 1.5 miles east of the Pacific Ocean. The topography of downtown Ilwaco ranges from approximately sea level to 20 feet above sea level. The project area is not within the 100-year floodplain. The drainage ditch flows to the south and is an open ditch to within 350 feet of Baker Bay. The final 350 feet of the ditch is piped under the Port of Ilwaco boatyard to a point of discharge in Baker Bay.

The City has applied to the Washington State Department of Fish and Wildlife (WDFW) for an emergency Hydraulic Project Approval (HPA). The City has received authorization to replace the culverts. A copy of the HPA is attached in Appendix A.

All areas proposed for soil disturbance are in existing road right-of-way and drainage ditch and are therefore not regarded as farmland of statewide importance. Soils that predominate in downtown Ilwaco and the project site are classified as Udorthents, level.

According to the U.S. Fish and Wildlife Service Web site, animal species protected under the authority of the Endangered Species Act in Pacific County include bull trout, marbled murrelet, northern spotted owl, the Oregon silverspot butterfly, the western snowy plover, and the short-tailed albatross. According to the WDFW Priority Habitat and Species Map for the area, of these species, only the marbled murrelet and bull trout are likely to occur near the project site. The marbled murrelet nests in old-growth forest approximately 1.5 miles southwest of the project area and the bull trout is potentially present in the Columbia River approximately 0.5 mile to the south.

Columbia River chum salmon, Lower Columbia River steelhead, Chinook and Coho salmon, eulachon and green sturgeon are ESA-protected species occurring in the Lower Columbia River offshore of the project area. Upper Columbia River spring Chinook salmon, Upper Willamette Chinook salmon, Upper Columbia River steelhead, Snake River steelhead, Mid-Columbia River steelhead, and Upper Willamette steelhead all pass through the Lower Columbia River and Baker Bay en route to the Pacific Ocean as juveniles and to upstream spawning areas upon return from the ocean. The Columbia River provides Essential Fish Habitat for commercially important populations of Chinook, Coho, and a small population of pink salmon. In addition to the Threatened and Endangered fish species discussed above, shad, bass, perch, sturgeon (both white and green), Pacific lamprey, herring, and a variety of marine fish may swim up the Columbia River in the saltwater lens. Dungeness crabs are known to be present in the Columbia River near the mouth.

The Ilwaco area was originally forested. Wetlands and marsh areas occurred along the Columbia River east of Robert Gray Drive. Most of the hillsides in the Ilwaco area have been logged at least once. Common tree species in order of prominence include Douglas fir (*Pseudotsuga menziesii*), red alder (*Alnus rubra*), big-leaf maple (*Acer macrophyllum*), and black cottonwood (*Populus trichocarpa*). Other species found in the area include grand fir (*Thuja plicata*) and Oregon ash (*Fraxinus latifolia*). Various species of undergrowth include salal, several varieties of berries, innumerable species of brush, sward ferns, honeysuckle, vine maple, and others. Grasses consist of bentgrass, brome, cheat, and other local grasses.

ALTERNATIVES CONSIDERED

The alternatives considered for replacing the damaged water distribution system included:

1. No Action, and
2. Replace 6-inch PVC water main with 8-inch ductile iron water main (approximately 200 linear feet), replace the damaged culverts, and install water main above the culverts.

ALTERNATIVE 1: NO ACTION

Taking no action to replace the damaged water main in Main Street would result in continued and potentially increasing leakage of treated water or complete failure of the water main, which affects the residents and could lead to contamination of the potable water with water carried in the drainage ditch. Loss of treated water represents a source of lost revenue due to pumping and treatment costs that are not recouped and the additional expense for the City crew to repeatedly repair water leaks, as well as removal of water from the City water impoundment that is not being put to consumptive use.

The environmental consequences of taking no action to replace the water main in Main Street is the potential leakage of treated water and increased potential for cross contamination from water carried in the drainage ditch.

There is no construction cost associated with Alternative 1. Potential non-construction costs include the expense of locating and repairing system leaks and liability for contamination of the water system.

Alternative 1, No Action, does not meet the City of Ilwaco's goals of operating the City utilities efficiently and in a manner that protects the environment and health of the citizens and staff.

ALTERNATIVE 2: REPLACE PVC WATER MAIN WITH DUCTILE IRON WATER MAIN

Replacement of the damaged water main with ductile iron would minimize the potential for breakage of the existing main as long as the culverts are replaced at the same time. This alternative would address the lost revenue due to the cost of losing treated water and the potential liability of contamination of the water system.

This alternative would replace approximately 200 linear feet of PVC water main from 2nd Avenue to the west side of the drainage ditch with ductile iron water main. This alternative would impact the existing roadways and residents during construction of the new infrastructure. The project will require work within the existing drainage ditch. Provided erosion and sediment best management practices are followed, there are no adverse environmental consequences of replacing the water main in Main Street. No additional land acquisition will be required for this project.

The City has received HPA to install new culverts in order to protect the City's infrastructure.

The project cost estimate for the replacement of the water main and culverts necessary to secure the water main is approximately \$99,700. A detailed cost estimate is included in Appendix B.

PROPOSED PROJECT

The proposed project for replacement of the damaged water main in Main Street includes the following item of work. The proposed water improvements are shown on Figure 4.

Replace approximately 200 linear feet of 6-inch PVC water main in Main Street west of 2nd Avenue with 8-inch ductile iron water main.

All piping will be designed in accordance with City and Washington State Department of Health standards.

APPENDIX A

HYDRAULIC PROJECT APPROVAL



State of Washington
Department of Fish and Wildlife

Mailing Address: 600 Capitol Way N, Olympia WA 98501-1091, (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building, 1111 Washington Street SE, Olympia WA

Dear Hydraulic Project Approval Recipient:

You recently received a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW). I would like to know how we did in providing service to you and how we might do a better job. Please take a few moments to complete the enclosed comment card. The card is already addressed to my office and stamped; you only need to drop it in the mail.

WDFW is responsible for protecting fish and wildlife across the state. Our regulatory authority includes the protection of fish and fish habitat, and we do this through the HPA whenever someone wants to do work in or near the water. Our goal is to help landowners and contractors do this work and at the same time, protect fish and fish habitat.

It is important to me that WDFW employees be clear, consistent, and timely when responding to the needs of Washington citizens. The HPA comment card is one way for me to measure how we are doing in this regard. For that reason, your comments will be very useful and greatly appreciated.

Thank you for taking time to complete our survey.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Anderson", is written over a horizontal line.

Philip Anderson
Director

Enclosure



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013

Control Number: 129449-1

Project Expiration Date: February 28, 2013

FPA/Public Notice #: N/A

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
City of Illwaco ATTENTION: Dave McKee 701 Dexter Ave N. Suite 200 Seattle, WA 98109 206-284-0860 Fax: 206-283-3206	

Project Name: Culvert Replacement Emergency

Project Description: This project involves the emergency replacement of two failed culverts within the City of Illwaco west of Second Ave. During recent storm events, the existing two, 36-inch culverts failed leaving no road access, and completely exposing the City's water and sewer lines. To stabilize the road, utilities, and maintain access, the existing culverts shall be replaced with two, 42-inch culverts.

This Hydraulic Project Approval (HPA) is issued with the understanding that the proposed work is to address emergency conditions. The Permittee shall set up an on-site meeting with the Area Habitat Biologist listed below, as soon as, but not less than 60 days after work is completed, to determine if additional measures will be necessary to restore fish habitat that may have been damaged as a result of this emergency action.

Habitat, site conditions, and fish use have not been fully evaluated under this emergency HPA, and this HPA authorizes the City of Illwaco to repair the existing culverts to provide immediate protection of utilities and access to properties. If it is determined that this is a fish bearing stream, the new culvert shall be evaluated to determine if it meets fish passage requirements, and if it does not, the new culvert shall be replaced in order to meet current fish passage requirements. If necessary, a new HPA shall be applied for to install a fish passable crossing.

PROVISIONS

1. The project may begin Immediately and shall be completed by February 28, 2013.
2. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. A copy of these plans and this HPA shall be available on site during construction.

WATER QUALITY AND FISH RESOURCES:

3. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediately stop work except



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013

Control Number: 129449-1

Project Expiration Date: February 28, 2013

FPA/Public Notice #: N/A

for efforts to control leaks or spills or prevent toxic substances from entering the water and notify the Washington Military Department's Emergency Management Division at 1-800-258-5990, and the Area Habitat Biologist listed below. Work shall not restart on the project until approved by the Area Habitat Biologist.

4. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to enter the stream. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.

5. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.

6. Prior to starting work, temporary filter fabric, straw bale, or pea gravel-filled burlap bag check dam(s) shall be installed downstream. Accumulated sediments shall be removed during the project and prior to removing the check dam(s) after completion of work.

7. Wastewater from project activities and water removed from within the work area shall be routed to an area landward of the ordinary high water line to allow removal of fine sediment and other contaminants prior to being discharged to the stream.

8. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.

9. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.

10. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

11. Fresh concrete or concrete by-products shall not be allowed to enter the stream at any time during this project. All forms used for concrete shall be completely sealed to prevent the possibility of fresh concrete from getting into the stream.

12. Wooden components which will be in contact with the water shall not contain creosote or pentachlorophenol. This shall include pilings, beams, structural supports, and decking. These components shall remain free of these toxic substances for the duration of their functional lives.

BYPASS:



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: January 25, 2013

Control Number: 129449-1

Project Expiration Date: February 28, 2013

FPA/Public Notice #: N/A

13. A temporary bypass to divert flow around the work area shall be in place prior to initiation of other work in the wetted perimeter. [ADD TEXT HERE] shall be the approved bypass method.

14. A sandbag revetment or similar device shall be installed at the bypass inlet to divert the entire flow through the bypass.

15. A sandbag revetment or similar device shall be installed at the downstream end of the bypass to prevent backwater from entering the work area.

16. The bypass shall be of sufficient size to pass all flows and debris for the duration of the project.

17. Prior to releasing the water flow to the project area, all bank protection or armoring shall be completed.

18. Upon completion of the project, all material used in the temporary bypass shall be removed from the site and the site returned to preproject or improved conditions.

19. The permittee shall capture and safely move food fish, game fish, and other fish life from the job site. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be immediately and safely transferred to free-flowing water downstream of the project site. The permittee may request the Washington Department of Fish and Wildlife assist in capturing and safely moving fish life from the job site to free-flowing water, and assistance may be granted if personnel are available.

20. Any device used for diverting water from a fish-bearing stream shall be equipped with a fish guard to prevent passage of fish into the diversion device pursuant to RCW 77.57.010 and 77.57.070. The pump intake shall be screened by one of the following:

- a. Perforated plate: 0.094 inch (maximum opening diameter).
- b. Profile bar: 0.069 inch (maximum width opening).
- c. Woven wire: 0.087 inch (maximum opening in the narrow direction).

The minimum open area for all types of fish guards is 27%. The screened intake shall consist of a facility with enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Screen maintenance shall be adequate to prevent injury or entrapment of juvenile fish and the screen shall remain in place whenever water is withdrawn from the stream through the pump intake.

EQUIPMENT:

21. Equipment used for this project may operate below the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) shall not enter or operate below the ordinary high water line.

22. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

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mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.

23. Equipment crossings of the stream are not authorized by this HPA.

EMERGENCY CULVERT REPLACEMENT:

24. If this is a fish bearing stream, the culvert shall be installed and maintained to ensure unimpeded fish passage.

25. The culvert shall be installed to maintain structural integrity to the 100-year peak flow with consideration of the debris likely to be encountered.

26. Fill associated with the culvert installation shall be protected from erosion to the 100-year peak flow.

27. The culvert shall be installed and maintained to avoid inlet scouring and to prevent erosion of stream banks downstream of the project.

28. The culvert facility shall be maintained by the owner(s) per RCW 77.57.030 to ensure continued, unimpeded fish passage. If the structure becomes a hindrance to fish passage, the owner(s) shall be responsible for obtaining an Hydraulic Project Approval and providing prompt repair. Financial responsibility for maintenance and repairs shall be that of the owner(s).

29. The culvert shall be installed in the dry or in isolation from the stream flow by the installation of a bypass flume or culvert, or by pumping the stream flow around the work area.

30. Approach material shall be structurally stable and be composed of material that, if eroded into the stream, shall not be detrimental to fish life.

31. Disturbance of the streambed and banks shall be limited to that necessary to place the culvert and any required channel modification associated with it. Affected streambed and bank areas outside the culvert and associated fill shall be restored to preproject configuration following installation of the culvert. Within one year of project completion, the banks shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure 80 percent survival.



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

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PROJECT LOCATIONS

Location #1 Second Ave.

WORK START: January 25, 2013				WORK END: February 28, 2013		
WRIA: 24.0001		Waterbody: Unnamed		Tributary to: Columbia River		
1/4 SEC: SE 1/4	Section: 33	Township: 10 N	Range: 11 W	Latitude: N 46.30744	Longitude: W 124.04494	County: Pacific
Location #1 Driving Directions						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW (formerly RCW 77.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA. A minor modification to the required work timing means up to a one-week deviation from the timing window in the HPA when there are no spawning or incubating fish present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. Minor modifications do not require you to pay additional application fees or be issued a new HPA. To request a minor modification to your HPA, submit a written request that clearly indicates you are requesting a minor modification to an existing HPA. Include the HPA number and a description of the



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

Coastal
48 Devonshire Road
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(360) 249-4628

Issue Date: January 25, 2013

Control Number: 129449-1

Project Expiration Date: February 28, 2013

FPA/Public Notice #: N/A

requested change and send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must include payment of \$150 with your written request or request billing to an account previously established with the department. If you did not pay an application fee for the original HPA, no fee is required for a change to it. To request a major modification to your HPA, submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Include the HPA number, check number or billing account number, and a description of the requested change. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. If you are charging the fee to a billing account number or you are not subject to the fee, you may email your request to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-110-340 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-110-350 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in



HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 (12) - See appeal process at end of HPA

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response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

ENFORCEMENT: Sergeant Jackson (29) P1

Habitat Biologist
Amy Spoon

360-249-1228

A handwritten signature in cursive script, appearing to read "Amy Spoon".

for Director
WDFW

CC:



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

Mailing Address: PO Box 43234 • Olympia, WA 98504-3234 • (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building • 1111 Washington Street SE • Olympia, WA

SUBJECT: EMERGENCY HYDRAULIC PROJECT APPROVAL (HPA)

Enclosed with this letter is the written emergency HPA you recently requested from Washington Department of Fish and Wildlife (WDFW). Under RCW 77.55.021 you are required to pay the application fee after WDFW issues a written emergency HPA. We will soon send you an invoice requesting payment or proof of exemption from the \$150 application fee. Please respond promptly after you receive that invoice.

If you have a billing account with WDFW, please note that we bill emergency HPAs separately from those applied for under that account. WDFW will not apply emergency HPA charges to your billing account, so please pay the invoice for emergency HPAs upon receipt.

Sincerely,

Patrick F. Chapman
Regulatory Services Coordinator

APPENDIX B

DETAILED COST ESTIMATE

City of Ilwaco
Preliminary Project Cost Estimate
Emergency Repair - Water and Culvert Main Street
1/17/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 5,000	\$ 5,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 1,000	\$ 1,000
3 Environmental Controls	1	LS	\$ 1,000	\$ 1,000
4 Trench Excavation Safety Systems	1	LS	\$ 1,000	\$ 1,000
5 Dewatering	1	LS	\$ 1,000	\$ 1,000
6 Temporary Bypass Pumping	1	LS	\$ 1,000	\$ 1,000
7 Traffic Control	1	LS	\$ 1,000	\$ 1,000
8 Locate Existing Utilities	1	LS	\$ 1,000	\$ 1,000
9 Removal of Structures and Obstructions	1	LS	\$ 1,000	\$ 1,000
10 8" DI Sanitary Sewer (Including bedding)	0	LF	\$ 80	\$ -
11 in ROW	0	LF		
12 in easmnt	0	LF		
13 8" DI Water Main (Including fittings, bedding)	200	LF	\$ 80	\$ 16,000
14 in ROW	15	LF		
15 in easmnt	185	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Manhole/Sewer System	0	EA	\$ 2,500	\$ -
20 Additional Pipe Fittings	30	LB	\$ 4	\$ 105
21 8-inch Gate Valves	1	EA	\$ 1,800	\$ 1,800
22 Fire Hydrants	0	EA	\$ 4,000	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,000	\$ 4,000
24 3/4" Service Connections, complete	0	EA	\$ 500	\$ -
25 Special Excavation of Unsuitable Material	30	CY	\$ 35	\$ 1,050
26 Foundation Gravel	20	TN	\$ 20	\$ 400
27 Gravel Backfill	100	TN	\$ 20	\$ 2,000
28 Crushed Surfacing Top Course	140	TN	\$ 20	\$ 2,800
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 170	\$ 1,700
30 Sawcutting	40	LF	\$ 3	\$ 120
31 Concrete Sidewalk	12	SY	\$ 4	\$ 48
32 Concrete Curb	20	TN	\$ 50	\$ 1,000
33 Culvert Replacement	40	LF	\$ 420	\$ 16,800

Subtotal	\$ 60,823
Contingency (20%)	\$ 12,165

Subtotal	\$ 72,988
Sales Tax (7.8%)	\$ 5,693

Total	\$ 78,681
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Total Construction Cost (Rounded)	\$ 80,000
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Engineering (25%)	\$19,670.25
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Project Cost	\$99,670.25
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City of Ilwaco
Preliminary Project Cost Estimate
Emergency Repair - Water, Sewer and Culvert Main Street
1/17/2013

<u>Item</u>	<u>Quantity</u>		<u>Unit Cost</u>	<u>Total</u>
1 Mobilization/Demobilization	1	LS	\$ 7,000	\$ 7,000
2 Surveying, Staking and As-Built Dwgs	1	LS	\$ 1,000	\$ 1,000
3 Environmental Controls	1	LS	\$ 1,000	\$ 1,000
4 Trench Excavation Safety Systems	1	LS	\$ 1,000	\$ 1,000
5 Dewatering	1	LS	\$ 1,000	\$ 1,000
6 Temporary Bypass Pumping	1	LS	\$ 2,000	\$ 2,000
7 Traffic Control	1	LS	\$ 1,000	\$ 1,000
8 Locate Existing Utilities	1	LS	\$ 1,000	\$ 1,000
9 Removal of Structures and Obstructions	1	LS	\$ 2,000	\$ 2,000
10 8" DI Sanitary Sewer (Including bedding)	200	LF	\$ 80	\$ 16,000
11 in ROW	15	LF		
12 in easmnt	185	LF		
13 6" DI Water Main (Including fittings, bedding)	200	LF	\$ 80	\$ 16,000
14 in ROW	15	LF		
15 in easmnt	185	LF		
16 6" side sewer	0	LF	\$ 30	\$ -
17 48" Precast Manhole (Basic to 8')	0	EA	\$ 3,500	\$ -
18 48" Precast Manhole (Height Over 8')	0	VF	\$ 200	\$ -
19 Connection to Existing Manhole/Sewer System	2	EA	\$ 2,500	\$ 5,000
20 Additional Pipe Fittings	30	LB	\$ 4	\$ 105
21 6-inch Gate Valves	1	EA	\$ 1,500	\$ 1,500
22 Fire Hydrants	0	EA	\$ 4,000	\$ -
23 Connection to Existing Water System	2	EA	\$ 2,000	\$ 4,000
24 3/4" Service Connections, complete	0	EA	\$ 500	\$ -
25 Special Excavation of Unsuitable Material	50	CY	\$ 35	\$ 1,750
26 Foundation Gravel	40	TN	\$ 20	\$ 800
27 Gravel Backfill	100	TN	\$ 20	\$ 2,000
28 Crushed Surfacing Top Course	140	TN	\$ 20	\$ 2,800
29 HMA Cl. 1/2 PG 58-22	10	TN	\$ 170	\$ 1,700
30 Sawcutting	70	LF	\$ 3	\$ 210
31 Concrete Sidewalk	12	SY	\$ 4	\$ 48
32 Concrete Curb	20	TN	\$ 50	\$ 1,000
33 Culvert Replacement	40	LF	\$ 420	\$ 16,800

Subtotal \$ 86,713

Contingency (20%) \$ 17,343

Subtotal \$ 104,056

Sales Tax (7.8%) \$ 8,116

Total \$ 112,172

Total Construction Cost (Rounded) \$ 120,000

Engineering (25%) \$28,043.00

Project Cost \$148,043.00

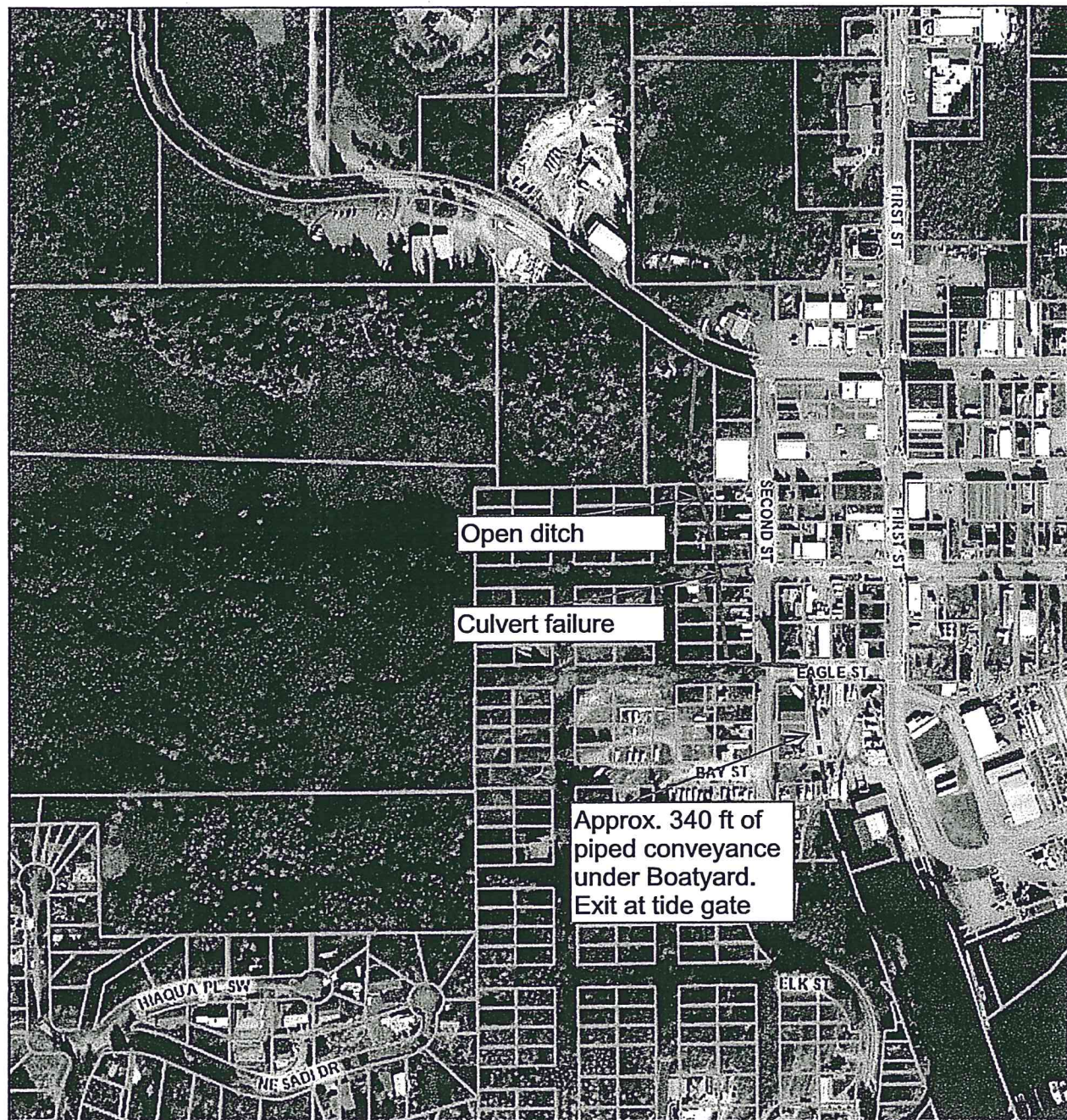


Figure 1

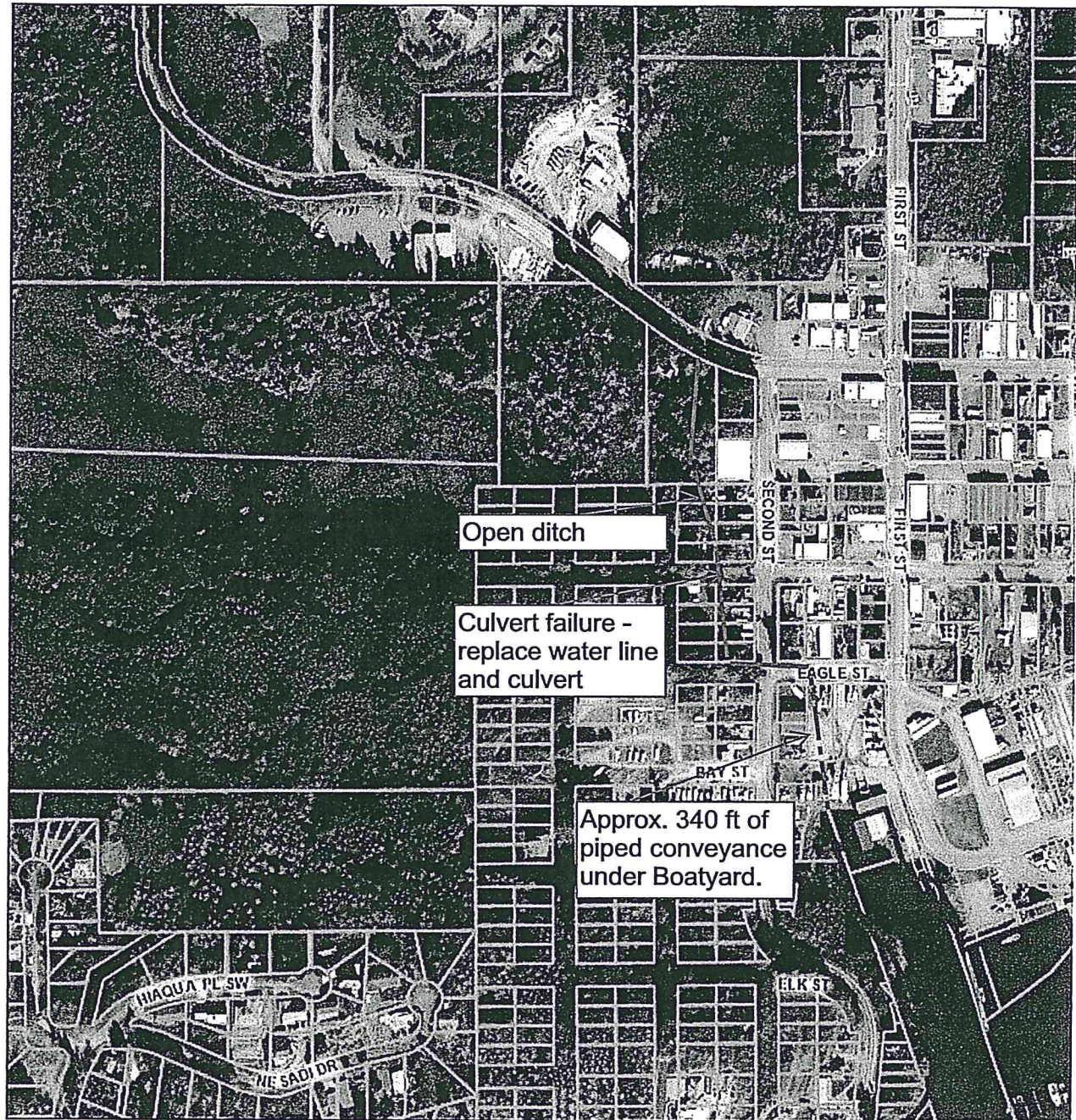


Figure 4

DELINQUENT / TERMINATION NOTICE

UTILITY BILLING DEPARTMENT • CITY OF ILWACO • PO BOX 548 • ILWACO WA 98624 • (360) 642-3145

Date	Acct #	Delinquent Balance	Late Charge	Total Acct. Balance
1/28/2013	1559.0	\$111.32	\$15.00	\$126.32

WATER WILL BE SHUT OFF ON 3/1/2013

DAN & MARION OJA
PO BOX 544
ILWACO WA 98624

IF BALANCE IS NOT RECEIVED BEFORE THE SHUT-OFF DATE, YOUR SERVICE WILL BE TERMINATED FOR NON-PAYMENT AND A \$50 ADMINISTRATIVE / TERMINATION FEE WILL BE ASSESSED. **THE BALANCE MUST BE PAID TO AVOID DISCONNECTION.** IF YOU DISPUTE YOUR BILL, YOU MUST SUBMIT WRITTEN NOTICE TO THE UTILITY BILLING DEPARTMENT WITHIN 7 DAYS OF THE DATE OF THIS NOTICE. (IMC 13.06.020)

SERVICE ADDRESS Hemlock St, NE 314

NO OTHER NOTICE WILL BE GIVEN PRIOR TO TERMINATION

DELINQUENT / TERMINATION NOTICE

UTILITY BILLING DEPARTMENT • CITY OF ILWACO • PO BOX 548 • ILWACO WA 98624 • (360) 642-3145

Date	Acct #	Delinquent Balance	Late Charge	Total Acct. Balance
1/28/2013	1559.2	\$45.92	\$15.00	\$60.92

WATER WILL BE SHUT OFF ON

DAN & MARION OJA
PO BOX 544
ILWACO WA 98624

IF BALANCE IS NOT RECEIVED BEFORE THE SHUT-OFF DATE, YOUR SERVICE WILL BE TERMINATED FOR NON-PAYMENT AND A \$50 ADMINISTRATIVE / TERMINATION FEE WILL BE ASSESSED. **THE BALANCE MUST BE PAID TO AVOID DISCONNECTION.** IF YOU DISPUTE YOUR BILL, YOU MUST SUBMIT WRITTEN NOTICE TO THE UTILITY BILLING DEPARTMENT WITHIN 7 DAYS OF THE DATE OF THIS NOTICE. (IMC 13.06.020)

SERVICE ADDRESS 73038021001

NO OTHER NOTICE WILL BE GIVEN PRIOR TO TERMINATION

To members of City Council,

I would like to appeal the late fee(s).
I feel the amounts are excessive (especially for
the storm water charges ~ 33% . I use billpay
and sometimes they do not send out payment in
timely manner. Also, I am rarely late (if ever) of my
bills. I hope you will ~~can~~ re-consider the
late charges

Thank you,
[Signature]

DELINQUENT / TERMINATION NOTICE

UTILITY BILLING DEPARTMENT • CITY OF ILWACO • PO BOX 548 • ILWACO WA 98624 • (360) 642-3145

Date	Acct #	Delinquent Balance	Late Charge	Total Acct. Balance
1/28/2013	1559.3	\$45.92	\$15.00	\$60.92

WATER WILL BE SHUT OFF ON

DAN & MARION OJA
PO BOX 544
ILWACO WA 98624

IF BALANCE IS NOT RECEIVED BEFORE THE SHUT-OFF DATE, YOUR SERVICE WILL BE TERMINATED FOR NON-PAYMENT AND A \$50 ADMINISTRATIVE / TERMINATION FEE WILL BE ASSESSED. **THE BALANCE MUST BE PAID TO AVOID DISCONNECTION.** IF YOU DISPUTE YOUR BILL, YOU MUST SUBMIT WRITTEN NOTICE TO THE UTILITY BILLING DEPARTMENT WITHIN 7 DAYS OF THE DATE OF THIS NOTICE. (IMC 13.06.020)

SERVICE ADDRESS 73038022001

NO OTHER NOTICE WILL BE GIVEN PRIOR TO TERMINATION

DELINQUENT / TERMINATION NOTICE

UTILITY BILLING DEPARTMENT • CITY OF ILWACO • PO BOX 548 • ILWACO WA 98624 • (360) 642-3145

Date	Acct #	Delinquent Balance	Late Charge	Total Acct. Balance
1/28/2013	1559.1	\$45.92	\$15.00	\$60.92

WATER WILL BE SHUT OFF ON

DAN & MARION OJA
PO BOX 544
ILWACO WA 98624

IF BALANCE IS NOT RECEIVED BEFORE THE SHUT-OFF DATE, YOUR SERVICE WILL BE TERMINATED FOR NON-PAYMENT AND A \$50 ADMINISTRATIVE / TERMINATION FEE WILL BE ASSESSED. **THE BALANCE MUST BE PAID TO AVOID DISCONNECTION.** IF YOU DISPUTE YOUR BILL, YOU MUST SUBMIT WRITTEN NOTICE TO THE UTILITY BILLING DEPARTMENT WITHIN 7 DAYS OF THE DATE OF THIS NOTICE. (IMC 13.06.020)

SERVICE ADDRESS 73036000114

NO OTHER NOTICE WILL BE GIVEN PRIOR TO TERMINATION

To: City of Ilwaco
From: Barkers
Re: 73053000004

To Whom It May Concern.

This is the first bill we have received this year regarding our water account. It came in the form of a delinquent notice. I am not sending the late charge because of lack of being billed originally. If we had been billed it did not reach our home address.

If we had received an original bill it would have been paid promptly.

Karen and Terry Barker
9270 SW Meadow Lane
Portland Oregon 97225

A handwritten signature in black ink, appearing to read "Karen Barker", written in a cursive style.

PS. When my husband called to address this issue on the phone, the costumer service was extremely rude.